

## Solicitors' Journal.

LONDON, APRIL 3, 1880.

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## CURRENT TOPICS.

THE ROOMS in the Royal Courts of Justice intended to be used as judges' chambers are now ready for occupation, and it is not unlikely that they will be occupied on the first day of the ensuing sittings.

THE CHANCERY CAUSE LIST for the ensuing sittings is unusually heavy. There are no fewer than 459 causes in the books of the five chancery judges of first instance; while last Easter there were but 334. The Court of Appeal is also likely to be overburdened with work, the list containing 207 appeals in all, as compared with 133 last Easter. This latter increase is, however, due to the interference of the assizes with the attendance in the Court of Appeal of some of the Lords Justices. Last Easter there were but nine appeals from the Common Law Divisions, and now there are seventy.

THE PERMANENT STAFF to serve in the Central Office of the Supreme Court, established by the Act 42 & 43 Vict. c. 78, has now been formed, and the business of that office, as distributed among the several "departments" specified in the schedule to the Rules of Court, which

came into operation on the 22nd of December last, will now proceed without further interruption. It will be some little time, perhaps, before the several officers—chancery and common law—now brought together will have adapted themselves to their new duties, especially as many matters of daily practice are greatly affected by the new Rules of Court which are to come into operation on the 6th inst. Still, the concentration and amalgamation now effected will, no doubt, eventually prove both convenient to the profession and beneficial to the suitors.

THERE ARE INDICATIONS that progress is being made towards the removal to the Royal Courts of Justice of the business of the Chancery Paymaster. The rooms in the new building in which that business is to be conducted are already notified on the walls of the ground-floor corridor; four divisions only, however, being at present provided for. But we observe that blanks are left for notifying two more divisions, and from this we infer that the question of having six divisions instead of four is still pending between the paymaster and the Treasury. It is not likely that the removal into the new building will be accomplished in time to enable the April dividends to be paid there.

THE NEW PROVISIONS as to probate and administration duty call for the special attention of our readers. The Customs and Inland Revenue Act, in which they have been incorporated, is not yet in print, but there seems to have been no alteration in the Bill, and under its provisions (1) the new scale of probate duty will be payable in all cases where application is made for probate or letters of administration after the 1st of April, although the testator or intestate may have died before that date; and (2) upon all applications for probate or letters of administration after the 1st of April an account of the particulars of the personal estate in respect of which the probate or letters of administration is or are to be granted, and of the estimated value of such particulars, must be delivered. Forms for this account may be had, we believe, at the law stationers, and these forms will give a better idea of the kind of account than any explanation here. The bill also provides that where any legacy or succession duty is presumptively payable in respect of any interest in expectancy upon the determination of a life or other temporary interest in possession in a legacy, or residue, or in personal property comprised in a succession, and the duty (if any) payable upon the life or other temporary interest shall have been fully paid and satisfied, the Commissioners of Inland Revenue, upon the application of the executor or trustee or other person who would be accountable for the duty in respect of such interest in expectancy if it were then in possession, may commute the duty for a certain sum to be presently paid. And it is also provided that "when an executor, administrator, or trustee shall have given notice in writing to the Commissioners of Inland Revenue for any claim to legacy duty or succession duty in respect of any fund in his hands which he intends to distribute, and shall have delivered to the commissioners all particulars which they may require in order to ascertain the existence and extent of any such claim, he shall be at liberty to distribute the fund amongst the parties entitled thereto, after satisfaction of any claims to duty made by the commissioners, and shall be entitled to receive from them a certificate discharging him from his liability to any duty in respect of the fund."

THE NEW RULES OF COURT, which we print elsewhere, put an end to the procedure under the Bills of Exchange Act; but the proposed rule abolishing administration summonses, to which we have before referred, has been struck out. Most of the rules have reference to arrangements rendered necessary by the constitution of the

Central Office. Thus it is provided that writs, instead of issuing out of the offices of the several divisions, shall now be issued out of the Central Office; and appearances are to be entered in the Central Office. The last clause of rule 7 extends to all cases the provision of order 12, rule 6b, requiring a defendant who appears elsewhere than where the writ is issued, to give notice of appearance to the plaintiff. This is, we suppose, intended to save plaintiffs the trouble of searching for appearances before they take proceedings in default of appearance. Rule 11 removes a doubt as to the jurisdiction of district registrars. The new rules as to evidence are mainly taken from the chancery procedure. It will be observed that the proposed rule, on which we have before commented, requiring affidavits to be filed *before* they are used, instead of afterwards, is adopted. The new rules as to applications at chambers embody the regulations made in 1878. Rule 34 provides a form of summons for use in all the divisions, based upon that in use in the chancery chambers. The new rule as to time (rule 28), allowing the time for delivering or amending any pleading to be enlarged by consent in writing of all parties, without application to the court, should be noticed; with regard to this it will be observed that by rule 65 it is provided that the costs of an application to extend the time for taking any proceeding shall, in the absence of an order by the court or a judge, be in the discretion of the taxing-master; the object being probably mainly to check applications to the court for time for delivering or amending pleadings. To some other matters in the rules, we propose to draw attention next week.

In our list of lawyer candidates in our last week's issue we inadvertently omitted to print the name of Mr. Dodds in italics. It is scarcely necessary to say that Mr. Dodds has been in the House since 1868.

It is stated that at the recent Guildhall sittings, of the 439 cases in the list, 24 special jury and 46 common jury cases were tried, 23 special jury and 51 common jury cases were withdrawn and struck out, 118 special jury and 40 common jury cases were stayed, 32 special jury and 26 common jury cases were made remanets by order or consent, while 21 special jury and 58 common jury cases were not tried from want of time.

On the 25th ult. the following new Queen's Counsel were sworn in before the Lord Chancellor, in his private room in the House of Lords:—Mr. W. Shaw, Mr. F. Bailey, Mr. E. Rodwell, Mr. F. W. Gibbs, C.B., Mr. E. Swetenham, Mr. W. C. Beasley, Mr. J. J. Aston, Mr. F. C. J. Millar, Mr. Lumley-Smith, Mr. W. Potter, Mr. J. Underhill, Mr. J. E. W. Addison, Mr. A. R. Jelf, Mr. Crossley, Mr. Edward Clarke, Sir W. Charley (Common Serjeant), and Mr. Petheram. Mr. Allen, and Mr. G. Browne, the other two new "silks," were absent.

A "Registrar of County Courts" writes to the *Times* with reference to the report of the remarks of Mr. Justice Grove on the subject of appeals from county courts under the Act of 1875, wherein rather a sweeping charge is made against the general body of county court judges. Although the provisions of the 6th section of the Act require a county court judge to make a "note of any question of law raised at a trial, and the facts in evidence in relation thereto and of his decision thereon," at the request of either party during the trial, the fault of their non-observance rests, not with the judge but with the parties themselves, who almost invariably ignore the section entirely. Advocates are generally too intent on arguing out a point of law with the judge, and omit to require the requisite note to be taken during the trial, but if the judgment be adverse application is made, after the trial is over, for a copy of the judge's notes of the whole trial, which contain a quantity of evidence quite useless for the purposes of appeal, and frequently none at all relating to the point to be raised. In some cases the judge may have made no note at all. It was with a view of obviating these two extremes that section 6 was enacted, and it is almost entirely owing to the parties themselves not complying with its provisions that any difficulty arises in carrying them out.

#### THE ENFORCEMENT OF SECRET VOTING.

"There is no doubt," said Mr. Justice Mellor in the *Bolton case* (2 O.M. & H. 138), "that the Legislature, when it passed the Ballot Act, did intend that there should be a perfectly secret mode of voting, as far as any instrumentality or machinery which it could provide could make it so." There is as little doubt that in a large and increasing number of cases, either by the aid of canvassing or without it, the mode in which the vote is about to be given, as well as the mode in which it has been given, is divulged. First, there is the class of ardent politicians who loudly proclaim their leanings. Secondly, there is the class of easy-going voters who, falling in readily with the machinery of canvassers, post one letter to say that they are about to vote in a particular way, and another to say that they have voted in that way. That the promise of support is frequently broken is likely enough, and the breach of such promises is often highly justifiable, but it is absolutely impossible to speak with anything but moral certainty as to how far false accounts are given of the performance of the promise. We should be inclined to think that such false accounts are extremely rare, especially in the cases where the offer of a "railway pass" has been accepted. Indeed, the system of railway passes issued, as they are, to voters who sign promises to vote for particular candidates, and requests for the pass accordingly, seem as much open to objection on the ground of infringement of secrecy as on the ground of corrupt practice. The substantial controversy in relation to the payment of travelling expenses is antecedent to the Ballot Act, and the statute of 1880, which has recently extended their legality, does not appear to legalize railway passes more than they were legalized before, inasmuch as the statute repeals the 36th section of the Representation of the People Act, 1867, "so far as regards the conveyance of voters *within* any borough." However, it may be useful at the present juncture to see exactly what it is which the Ballot Act prescribes as to infringement of secrecy.

It will be found that the statute is very precise and effectual as far as official persons and places are concerned. The crucial section is the 4th, which is a long and rather involved one. The opening paragraph, that "every officer, clerk, and agent in attendance at a polling station shall maintain and aid in maintaining the secrecy of the voting in such station" is very general, and would cover any form of offence, but its effect seems to be confined to the polling station. A second clause enacts that such officer, &c., "shall not communicate, except for some purpose authorized by law, before the poll is closed, to any person any information as to the name or number on the register of voters of any elector who has or who has not applied for a ballot paper or voted at that station." This clause also seems to be confined to the election itself. With regard to non-official persons, the enactment runs that "no person whosoever shall interfere with or attempt to interfere with a voter when marking his vote, or otherwise attempt to obtain in the polling station information as to the candidate for whom any voter in such station is about to vote or has voted, or communicate at any time to any person any information obtained in a polling station as to the candidate for whom any voter in such station is about to vote or has voted, or as to the number on the back of the ballot paper given to any voter at such station."

The polling station, therefore, is the only protected place, and this is because the voter is able to protect himself elsewhere by false statements, whereas at the polling station his statement could be verified. It is material to point out that by rule 21 the "presiding officer . . . shall regulate the number of electors to be admitted at a time, and shall exclude all other persons, except the clerks, the agents of the candidates, and the constables on duty." This rule, however,

was held in *Clementson v. Mason* (L. R. 9 C. P. 209) not to have the effect of authorizing the exclusion of the candidate himself. With regard to the arrangement of the polling station, in the *Drogheda case* (2 O'M. & H. 203), the polling place consisted of two rooms with a landing between them. In one room the voter received his ballot-paper, and then passed through the landing to the other room, where he filled up the paper, and then returned across the landing to the first room with his ballot-paper. It is obvious that, although a policeman was stationed on the landing to prevent communication between the voters and other persons, the secrecy of the voting might have been interfered with; but there was no evidence that it was, in fact, interfered with. The election judge reserved a case as to the validity of the election on this point for the Irish Court of Common Pleas, but that court was equally divided.

### THE CONTRACT TO PAY INTEREST ON PURCHASE-MONEY.

#### I.

We recently (*ante*, p. 287) endeavoured to ascertain the rule with regard to the payment of interest on purchase-money on a sale of real estate when no time is fixed for completing the contract or for the purchaser taking possession, and when the contract is, therefore, naturally silent upon the question of interest. It may be worth while now to point out the principles regulating the matter when the contract is more explicit.

In the first place it is to be observed that, where there is a time specified for completion, the rule is clear that, although there be no express contract to pay interest, interest shall run, and the purchaser shall take the rents, from the day specified. But the modifications to which this rule is subject when completion is delayed make its application less easy than might appear. The cases in which the delay is due to the conduct of the purchaser may be dismissed with the observation that such delay does not affect the application of the rule—an observation important in this regard, that it indicates that the interest is always considered more valuable than the rents, otherwise we should hear as much in this case of a claim by the vendor to renounce the interest and retain the rents, as in the opposite case of delay by the vendor we hear of the purchaser's claim to renounce the rents and retain the interest. That in the latter case the purchaser has a right thus to postpone the day from which the account is to run is well settled; but it will be postponed only until the time when a good title was shown, and not until the day of actual completion (*Jones v. Mudd*, 1 Russ. 118; *Binks v. Lord Rokeby*, 2 Sw. 222), thus confirming the principle pointed out in our former article, that so soon as a good title is shown the change of interest is for all purposes, including the right to the fruits of the subject-matter of the contract, regarded as complete. But the purchaser's right thus to postpone the day from which the change of interest is to be regarded as thus operative must not be confounded with another right of equal importance to him in case of delay by the vendor. He may claim the rents from the time fixed by the contract, and may, nevertheless, discharge himself from his own liability to pay interest by giving the vendor notice that his money is appropriated to the purchase and lying idle. At least it is well settled (*Kershaw v. Kershaw*, L. R. 9 Eq. 56) that he has such a right where actual possession or receipt of the rents has been given to and accepted by him before completion, and although some doubt has been raised as to a purchaser's right to an account of rents when he remains out of possession, there is clear reason and sufficient authority in favour of the existence of such a right (*Powell v. Martyr*, 8 Ves. 145; *Dyson v. Hornby*, 4 De G. & S. 481).

The difficulty, however, of determining the purchaser's liability to interest where it is thus left to the operation

of the law, is small as compared with that which exists in deciding what it is when, as under the condition now usually adopted, he expressly contracts to pay interest from the time fixed for completion, if from any cause whatever the purchase be not then completed. And this is a point well worth some consideration, because it appears that in practice the *dicta* in some modern decisions are treated as having placed the purchaser under a contract containing such a condition in a position which is plainly unreasonable and which the decisions themselves, if we look to the actual effect of them, do not compel him to accept. Lord Cottenham, in *De Visse v. De Visse* (1 MacN. & G. 336), laid down an intelligible principle, which was in effect this:—The purchaser cannot pay his purchase-money until the vendor has delivered an abstract showing a good title; and, as the vendor failed to fulfil this duty at the time appointed, the purchaser must in some way be relieved from the payment of interest. If this contract to pay interest was (as his lordship thought) to be regarded as a contract to pay conditionally on the performance by the vendor of the acts which he, on his part, had undertaken to perform, and the words "any cause whatever" were not meant to bind the purchaser to pay interest in the event of a failure in the performance of those acts, but were only applicable in the event of completion being delayed by some unforeseen event not provided for by the contract, there was an end to the claim to interest. If, on the other hand, the purchaser's contract was to be regarded, not as conditional, but as an absolute contract to pay in any event, he must pay; but the vendor's obligation was equally absolute, and the purchaser must be compensated in respect of the breach of it, the amount of compensation being determinable with reference to the amount of interest payable.

It is impossible not to feel that this is, as far as it goes, a logical view of the position. But at this point the cogency of Lord Cottenham's reasoning ceases. He said that it was immaterial which of the alternative constructions was adopted, a proposition which it is impossible to maintain. The purchaser had, in that case, appropriated his purchase-money and given notice of the fact. Now, it is clear that if the first construction was the right one, and the contract to pay interest was conditional, so that no liability under it commenced until the vendor had shown a good title, the purchaser's appropriation (being a dealing with the money before the liability arose) was no concern of the vendor's. Consequently, the loss caused by appropriating the money fell upon the purchaser, a loss not made up to him by any benefit from rents and profits, because his right to these, being considered as the correlative of his liability to interest, was postponed, together with that liability, till the time the title was shown. And this is the position in which Lord Cottenham in express terms placed the purchaser. But it is equally clear, on the other hand, that if the second construction was the right one, and the contract was an absolute contract to pay interest from the day fixed, whatever might be the vendor's default, but subject to a right in the purchaser to be compensated for loss caused by that default, then the purchaser's position should be wholly different. Paying interest, he would also take the rents from the day fixed, and he would be entitled to compensation in respect of the difference between the interest produced by the appropriated money and the interest which he had to pay. The first view results in a mere postponement of the day for completion, regardless of the loss thereby caused to the purchaser; the second view is in effect that the contract shall be carried out as from the day fixed, but that the purchaser shall be compensated (or what is the same thing, relieved from his own liability) to the extent of the loss accruing to him through the vendor's default.

These observations upon *De Visse v. De Visse* have been made because, though the case has been much discussed, the text-books usually referred to do not appear

to point out clearly the principles involved in that decision. When we pass to the later cases, we find that they generally agree in considering the condition as an absolute contract to pay (in accordance with Lord Cottenham's second construction), and not as containing an implied proviso that a title must be previously shown. Vice-Chancellor Kindersley said in *Bannerman v. Clarke* (3 Dr. 635): "I must take the words (that is, the words *if from any cause whatever*) in their natural and primary signification, and, so taking them, the meaning is *prima facie* that, if from any circumstances whatever, let them be what they might (and the parties could not foresee what events might happen), and whether they were circumstances within or beyond the control of the parties, if the purchase-money was not paid on the day named, interest should be payable." But it is manifest that, to set against this liability there must be some right in the purchaser to be indemnified against default in the vendor. Lord Cottenham called it a right to compensation from the vendor for breach of his contract. Latterly it has been the custom to say that the vendor may disentitle himself by his conduct to enforce this absolute contract which he has got. "If," continued Vice-Chancellor Kindersley, in the case just cited, "the vendor, having obtained such a contract, wilfully delays the completion of the contract, equity will say it was not the intention of the parties that he should so get the benefit of the contract, and will not allow the fraud of one party to compel the other to pay interest." That the vendor may thus disqualify himself for the benefit of his absolute contract is, therefore, clear. But, before leaving *De Visme v. De Visme* and going on to consider by what conduct he may do this, it may be well to notice that since that case there appears to be no reported decision of the Court of Appeal as to the position of the purchaser where the vendor is thus disqualified. Is he to be deprived of the rent, as Lord Cottenham deprived him, until he begins to pay interest; or is he, according to what is certainly the more rational view, to be merely relieved from his own liability? Of the three reported cases in the inferior courts, where the vendor has been held disentitled to the benefit of interest, the report in *Robertson v. Skelton* (12 Beav. 363) does not state which course Lord Langdale adopted; the other two cases (*Wallis v. Sarel*, 5 De G. & S. 429, and *Weddall v. Nixon*, 17 Beav. 170) being sales of properties reversionary in their nature, throw no light upon the point. But in *Rouley v. Adams* (12 Beav. 476) Lord Langdale said that he should have given the purchaser the rents if he had held him to be relieved from paying interest.

## THE JUDICIAL STATISTICS AS TO CRIME.

### II.

IN the number of persons for trial in England and Wales in 1878, there was an increase of 482, or 3.0 per cent. upon the number for 1877. The total number in 1878 was 16,372 against 15,890 in 1877, 20,091 in 1868, and 16,674 in 1859. In 1878 the trials at the various courts were as follows:—County quarter sessions, 6,892; Middlesex County Sessions, 2,046; borough sessions, 3,425; circuit assizes, 2,819; and Central Criminal Court, 1,190; and the proceedings resulted in 3,864 persons being acquitted or discharged, 35 detained as insane, and 12,473, or 76.1 per cent. of the number for trial, convicted. The various convictions were—death, 20; penal servitude, 1,634; imprisonment, &c., 10,218; reformatories, &c., 210; fine, or discharge on sureties, 391. Of the sentences to penal servitude, 14 were for life, 25 for periods of above 15 years, 71 for periods of between 10 and 15 years, and 1,524 for periods of 10 years and under. In 1,730 cases, the offenders would become liable to police supervision on liberation, in accordance with the provisions of the Prevention of Crimes Act, 1871. To the number of

sentences to penal servitude in 1878 may be added 4 cases in which the capital sentence was commuted into penal servitude for life. The number of executions was 15; and one man who had been sentenced to death was respite on the ground of insanity, and sent to the Broadmoor Criminal Lunatic Asylum.

The Crown cases reserved for the consideration of the Court of Criminal Appeal in 1878 numbered 15, against 21 in 1877, and 10 in 1876. There were no appeals from the assizes, only 2 from the Central Criminal Court, and 13 from quarter sessions. In 10 cases conviction was affirmed, and in 5, all of which were from quarter sessions, judgment was reversed.

The returns of the costs of criminal prosecutions are as usual one year in arrear, and deal with the year 1877. The number of cases on indictment was 14,501, and the total cost £129,519 11s., making the average cost of each case £8 18s. 7d. Under the Criminal Justice Act and the Juvenile Offenders Act the number of summary proceedings was 19,827, the total cost £18,468 0s. 2d., and the average cost of each case 18s. 7d. At the circuit assize courts the average cost of cases tried on indictment was as high as £16 4s., and at the Middlesex Quarter Sessions as low as £4 14s. 11d.

The total number of Mint cases prosecuted and concluded in 1878 was 184; and the total costs paid by the Treasury in these cases amounted to £1,416 2s. The number of criminal cases, other than these, prosecuted upon indictment or otherwise by the Solicitor of the Treasury and concluded in 1878 was 134; and the costs in respect of them amounted to £10,807 19s. 1d.

The Prison Act, 1877, having come into operation on the 1st of April, 1878, returns for 113 local prisons have been rendered under the old system for the half-year ending March 31, 1878. Returns have also been furnished by the Prison Commissioners for those local prisons which still exist; and have been drawn up for the year ending March 31, 1879. Henceforward, all the prison returns will deal with the years ending respectively on the 31st of March. Of the 113 local prisons comprised in the list, 79 were county and liberty prisons, including 2 for the Isle of Ely, and 1 each for the liberties of Peterborough and Ripon; and 34 city, town, and borough prisons, inclusive of Newgate for the city of London and county of Middlesex. The commitments to these during the half-year named numbered 96,282, 71,137 of the offenders being males, and 25,145 females. The number of the prison officers was as follows:—Governors and deputy-governors, 146; chaplains, 133; surgeons, 114; clerks, schoolmasters, and schoolmistresses, 186; matrons, 109; warders, 1,413; and other subordinate officers, 439; making a total of 2,540. The total costs of the 113 prisons for the half-year amounted to £295,747 1s. 8d., including extraordinary building and establishment charges, £19,782 6s. 6d.; ordinary annual charges, £61,627 13s.; cost of officers, £131,723 8s. 8d.; and cost of prisoners, £82,613 13s. 6d. The sources from which the prison expenses were defrayed, and the amount received from each, were as follows:—From prison receipts, inclusive of profits of prisoners' labour, £36,469; from local rates and funds, £192,554; and from public revenues, £66,723.

By the Prison Act, 1877, the Government local prisons are now vested in the Secretary of State, who is thereby authorized to appoint commissioners, not exceeding five in number, to aid him in carrying its provisions into effect. The total commitments to these prisons during the year ended March 31, 1879, numbered 172,653. As compared with the numbers for 1876-77, the total commitments for 1878-79 show a decrease of 1,352, or 0.7 per cent.; and in the number of re-committed prisoners there is a decrease of 3,529, or 4.8 per cent. As many as 24,767 had been previously committed once; 11,351 twice; 6,904 thrice; 4,854 four times; and 3,525 five

times; while 9,379 had been previously committed above ten times. As usual, the higher proportionate number of females frequently re-committed is remarkable. Of the prisoners, 720 were under twelve years of age; 6,090 between the ages of twelve and sixteen; and 27,285 between the ages of sixteen and twenty-one. As regards nationality, 136,993 were English; 5,392 Welsh; 3,969 Scotch; 22,593 Irish; 666 Colonial and East Indian; 2,215 foreigners; and 825 of unascertained birthplace. Their state of instruction was as follows:—56,975 could neither read nor write; 109,469 could read or read and write imperfectly; 5,529 could read and write well; 185 possessed superior education; and the intellectual culture of 495 was not ascertained. At the end of the year 19,168 offenders remained in prison, 17,625 being criminals, 355 debtors, and 1,188 military and naval offenders; and the total shows a decrease of 1,068 as compared with the number remaining at the end of the previous year. The aggregate number of separate sleeping cells in the whole of the 68 local prisons of England and Wales now in operation, was, in 1878-9, 26,126, of which 23,009 were certified under the Prison Acts of 1865 and 1877. The number of punishment cells was 449. Apparently, the accommodation has at times been barely sufficient, for upon one day during the year there have been as many as 24,107 prisoners under confinement, though the daily average was only 19,818. During the year, there were in the prisons 167 deaths, 4,287 cases of sickness, and 104,840 cases of slight indisposition, together with 200 cases of insanity; and the greatest number of sick at one time was 1,685. Prison punishments were inflicted in 59,312 cases, as follows, viz.:—Whipping, 145; cells, 5,429; dietary correction, 36,830; and loss of stage or privilege, 16,908. The prison officers numbered 2,205, or one to 8·9 of the daily average number of prisoners, and the total ordinary costs of the prisons amounted to £428,712, giving £21 12s. 7d. as the average cost per prisoner. This sum does not, however, include any charge on account of pensions to prison officers which, under section 36 of the Act of 1877, are payable, partly by former prison authorities and partly by the Treasury. Owing to the state of transition of the prisons during the year, precise information on this and other points was unobtainable, and for this reason it is, perhaps, unadvisable to institute any comparison with the statistics for previous years.

In the 12 convict prisons, for which returns are furnished dealing with the year ending March 31, 1879, there were 12,040 prisoners undergoing sentence in the twelve months, of which number 1,818 were received during that period from county and borough prisons, &c. In the course of the year 1,875 were disposed of, either by removal, discharge, or death, leaving 10,358 in prison at the end of the year. There were as many as 175 cases of insanity among prisoners during the year, against 171 in 1877-8, 133 in 1876-7, 128 in 1875-6, and but 28 in 1874-5. There were only 111 deaths, and 2 cases of suicide. The total staff of the various convict prisons numbered 1,724; and the costs amounted to £350,486 14s. 4d., giving £32 9s. 8d. as the gross annual cost per convict. Deducting the value of labour (measured), exclusive of employment in the service of the prisons—viz., £214,282 18s.—and the incidental receipts—viz., £985 4s. 5d.—the net cost of the prisons was £135,218 11s. 11d., and the annual average charge per prisoner £12 10s. 8d. In the case of Chatham Prison the annual earnings per prisoner exceeded the cost of maintenance by £2 2s. 4d., and in Portland Prison by 7s. 5d.

It may be added, before closing this branch of the subject, that the total number of inquests held by the coroners in 1878 was 27,628, against 26,287 in 1877. The number of verdicts of murder was 176, against 199 in 1877; and of these 92 and 104 respectively were in the cases of infants of one year old and under. The difference observable between the number of verdicts of murders,

and the number of murders reported by the police (159 for 1878), arises from the occurrence of cases of supposed infanticide, in which verdicts of murder are returned, while, if the offenders are brought to trial, the result is conviction for concealment of birth. In 1878, the other verdicts were as follows:—Manslaughter, 177; justifiable homicide, 5; suicide, 1,709; accidental death, 12,108; injuries, causes unknown, 270; found dead, 2,922; executed, 23; natural death, from excessive drinking, 500; disease aggravated by neglect, 202; want, cold, exposure, &c., 299; other causes 9,237. In 1877 the numbers were:—Manslaughter, 166; justifiable homicide, 4; suicide, 1,636; accidental death, 11,194; injuries, causes unknown, 308; found dead, 3,100; executed, 25; from excessive drinking, 457; disease aggravated by neglect, 164; want, cold, exposure, &c., 273; other causes, 8,761. Of the inquests, 8,290 were held on infants of seven years old and under; 1,678 on children of ages varying from seven to sixteen; 12,783 on adults of between sixteen and sixty; 4,562 on aged and infirm persons of more than sixty years of age; and 315 on persons whose ages were not ascertained. The inquests on males were in the proportion of 67·5 per cent. to the whole number. The total costs, including the coroners' salaries and travelling allowances, amounted, in 1878, to £89,290 15s. 9d., and in 1877 to £85,846 13s. 9d., and the average cost of each inquest in 1878 was £3 4s. 7d., and in 1877 £3 5s. 3d.

## Reviews.

### ELECTION BOOKS.

A GUIDE TO ELECTION LAW AND THE LAW AND PRACTICE OF ELECTION PETITIONS. By the Hon. CHANDOS LEIGH, and Sir H. LE MARCHANT, Barristers-at-Law. THIRD EDITION. By the Hon. CHANDOS LEIGH and YARBOROUGH ANDERSON, Barristers-at-Law. Davis & Son.

The first edition of this work was published in 1868, the aim of the authors being "to enable the reader to see at a glance how proceedings connected with an election to which the Corrupt Practices Prevention Acts apply, should be conducted." The second edition came out in 1874. The third appears just in time for the election of 1880, and contains, as additional attractions, a chapter on Municipal Elections; the Municipal Elections Act, 1875; the Parliamentary Elections (Returning Officers) Act, 1875; and also, in the addenda, the Corrupt Practices Act, 1880, and the Town Councils and Local Boards Act, 1880. Cavillers might perhaps ask how these statutes came to be printed before receiving the Royal assent; but the sight of the Royal Arms on the cover will perhaps reassure them. The cases, both old and new, are very fully and clearly dealt with, and copious and well-selected extracts are given from the more important judgments. In dealing with the *Bolton* case, at p. 147, a little more precision might have been used. On the whole, however, the book appears to have been kept up to the mark, although it should be pointed out that, as the law of registration and franchise is wholly omitted, to call it a "guide to election law" is somewhat of a misnomer.

ROGERS ON ELECTIONS, REGISTRATION, AND ELECTION AGENCY. THIRTEENTH EDITION. INCLUDING PETITIONS AND MUNICIPAL ELECTIONS AND REGISTRATION, WITH AN APPENDIX OF STATUTES AND FORMS. By JOHN CORRIE CARTER, Esq., Barrister-at-Law. Stevens & Sons.

This has for many years been known as the standard work upon election law in the widest sense, and we gladly welcome a new edition at the present juncture. The last edition bears date 1876, so that it did not include the Parliamentary and Municipal

Registration Act of 1878, or even entirely account for the wave of cases which followed the general election of 1874, such important decisions, for instance, as *Woodward v. Sarsons* and *Northcote v. Puleford*, appearing in the "addenda" only. These, and all other cases for which we have searched, we have not failed to find correctly inserted in their proper places. But we notice with not a little regret that Mr. Carter has merely transferred the note of the former editor in dealing with *Woodward v. Sarsons*, and has neither ventured upon any amplification of that note, nor adequately compared *Woodward v. Sarsons* with the *Wigtown case* (2 O'M. & H. 221). The question of the hour, however—payment of travelling expenses—is treated remarkably well, the effect of the newly-born Corrupt Practices Act of 1880 being neatly given in the text, and the statute itself, as well as a certain "Town Councils and Local Boards Act, 1880"—by which the property qualification for members of municipal corporations is abolished—being printed in the appendix.

And not only has the work been kept up to date in these points, but nearly all the recent registration cases, such as *Ford v. Drew* (28 W. R. 137), and *Hull v. Cropper* (L. R. 5 C. P. D. 73), decided in November last, will be found in their proper places in the text, Mr. Carter dispensing altogether with that pest of readers, an "addendum."

In citing the statutes, we think the short title, as "Ballot Act, 1872," "Representation of the People Act, 1867," should in each case have been given, as well as the "year of the Queen"; and although we are told in the preface that "additional references have been given to many of the cases," we think that in a work of the calibre of "Rogers on Elections," the reader is entitled to expect to find references to all the current reports. If all the reports had been duly searched, the important registration case of *Pickard v. Baylis* (28 W. R. 256), argued at the request of the court by counsel deputed by the Attorney-General, would not have been omitted. On the whole, however, we have no hesitation in commending the book to our readers as a useful and adequate treatise upon election law, the comprehensiveness of which may be inferred from the fact that no fewer than forty-four statutes are printed in the appendix.

**HANDBOOK OF THE STATUTES RELATING TO PARLIAMENTARY ELECTIONS.** By WILLIAM MASTERMAN, Barrister-at-Law. William Clowes & Sons. 1880.

This collation of statutes will frequently be found useful where more comprehensive works would be out of place. The editor "trusts that no Act or even section which really bears on the conduct of an election" has been omitted, and we have not discovered any omissions. The enactments relating to registration and election petitions are excluded. The index is not quite up to the mark, the titles not being numerous enough—e.g., the titles "Jews" and "Public-houses" are omitted. But the tables (A.) of "Counties and boroughs returning members," and (B.) of "Persons incapable of being elected," are not only executed with great care and thought, but will often be found of great practical value.

## General Correspondence.

### COSTS OF SOLICITOR HAVING CONDUCT OF SALE BY COURT AND ALSO ACTING FOR PURCHASERS OF SOME OF THE LOTS.

[To the Editor of the Solicitors' Journal.]

Sir,—We shall feel obliged if you will allow us to ask some correspondent to point out the course which should be adopted in regard to professional charges under the following circumstances:—

The solicitor for the plaintiffs in a chancery suit,

having the conduct of the sale, in which there are, say, twenty lots, happens to be concerned for the purchasers in regard to five of those lots. In a like manner in the case of liquidation proceedings the solicitor is concerned for the trustees having the conduct of the sale, and also for some purchasers of lots at the sale.

Is the solicitor, as acting for the purchaser, entitled to charge for perusing and comparing abstract with deeds, and for requisitions on title; and is he, as vendor's solicitor, entitled to charge as vendor's costs perusing requisitions, and perusing draft conveyance, and all such charges on behalf of the vendor as if he were not acting for a purchaser; and is he at the same time entitled to charge against the purchaser the usual purchaser's costs just in the same way as if he were a stranger to the proceedings and did not know the title as vendor's solicitor? What costs is the solicitor in these circumstances entitled to charge, and to whom?

EDWARD SHIPPY & FIELD.

15, Cooper-street, Manchester, March 24.

## JUDICIAL PRECEDENCE.

[To the Editor of the Solicitors' Journal.]

Sir,—A question has arisen as to the exact "judicial precedence" of the various twenty-nine judges now forming the English bench. If you can state it definitely to me you will very much oblige. E. W. S.

Great George-street, Westminster.

[The following is, as far as we are able to ascertain, the precedence of the judges:—

THE LORD CHANCELLOR.—By 31 Hen. 8, c. 10, s. 4, placed above all dukes except Royal dukes.

JUDGES OF JUDICIAL COMMITTEE.—As Privy Councillors; by letters patent, 10 Jac. 1.

CHANCELLOR OF DUCHY OF LANCASTER.

THE LORD CHIEF JUSTICE OF ENGLAND.

THE MASTER OF THE ROLLS.

THE LORD CHIEF JUSTICE OF THE COMMON PLEAS.

THE LORD CHIEF BARON.

[Stated to be by letters patent, 10 Jac. 1.]

LORDS JUSTICES OF APPEAL.—By 14 & 15 Vict. c. 83, s. 3; 38 & 39 Vict. c. 77, s. 4.

THE VICE CHANCELLORS.—By 5 Vict. c. 5, s. 25.

PUISNE JUDGES of Queen's Bench Division, Common Pleas Division, and Exchequer Division, according to seniority.

[Stated to be by letters patent, 10 Jac. 1; 38 & 39 Vict. c. 77, s. 4.]

JUDGE of Court of Probate.

By 20 & 21 Vict. c. 77, s. 8.

[JUDGE of Court of Admiralty.—Ed. S. J.]

## Cases of last Week.

**MORTGAGE — FURTHER ADVANCES — PURCHASER — NOTICE.**—In a case of *The London and County Banking Company v. Ratcliffe*, before the Court of Appeal on the 24th ult., the question arose whether equitable mortgagees were entitled to charge, as against a purchaser of the mortgaged property from the mortgagor, further advances which they had made to the mortgagor after they had notice of the contract for sale, the purchaser having had, at the time when he entered into the contract, notice of the mortgage, which was made expressly to secure further advances. The mortgage was by a customer to his bankers, and it was made by a deposit of title deeds, with a memorandum in writing stating that the deeds were deposited as security for an existing debt due by the customer to the bankers, and all further advances which might be made by them to him, and so as to cover the ultimate balance due upon the customer's current account. The customer afterwards, with the knowledge of the bankers, entered into a contract for the sale of the mortgaged property. The purchaser had notice of the mortgage. He paid his purchase-money to the mortgagor, and the bankers, with notice of the contract for sale, continued to make

further advances to the mortgagor. And, on the ultimate balance of the customer's account, a large sum was due to the bankers. The bankers brought the action against the purchaser, after the property had been conveyed to him by the customer, claiming to have a charge on the property for the balance due to them, and to foreclose the purchaser in the event of his not paying the balance which should be found due. Bacon, V.C., held that the bankers were entitled to the charge which they claimed, and made a declaration that the purchaser was a trustee of the legal estate in the property for the bankers to the extent of the charge. The Court of Appeal (JAMES, BRETT, and COTTON, L.J.J.) reversed this decision, and dismissed the action. JAMES, L.J., who delivered the judgment of the court, said that the question between the parties resolved itself into this, whether the bankers could, with notice of the purchaser's interest, whether legal or equitable, make further advances to the mortgagor so as to affect that interest. That question was lately determined by the House of Lords in *Hopkinson v. Rolt* (9 H. L. C. 514). In that case there was a security exactly similar to that of the bankers in the present case, and there was then a second mortgage, and each incumbrancer had notice of the security of the other. The House of Lords held that the advances made by the first mortgagee to the mortgagor after notice of the second mortgage could not be charged as against the second mortgagee. In the opinion of their lordships it was impossible to make any sound distinction between the equitable interest of a second incumbrancer and the equitable interest of a purchaser. It might be suggested that the purchaser ought to have paid his purchase-money to the bankers instead of to the vendor. But the bankers had no charge on the purchase-money as such. Their charge was their original charge on the property, with all its incidents, for better or for worse. If the property had been increased to tenfold the value of the purchase-money, and the debt to the bankers increased tenfold, their charge, if valid, would have been a charge on the whole value of the property to the whole amount of the debt. And so, on the other hand, the court was bound by the decision in *Hopkinson v. Rolt* to hold that the advances made after the bankers had notice of a change in the beneficial ownership were not a charge on that ownership. And, it was clear from the bankers' accounts that all that was due at that time had long since been paid off. It was true that there had always been a large balance due to the bankers, but, according to the rule in *Clayton's case* (1 Mer. 572), the credits must be attributed to the debits in order of date, there being nothing special in the case to exempt it from the operation of that rule. If the bankers had been minded to substitute for a security on the property a charge on the purchase-money, it would have been very easy for them to do so by getting from the customer a direction to the purchaser to pay them the purchase-money, or getting an assignment of the purchase-money, and giving due notice of it to the purchaser. This they had not done, and they had failed to establish a charge on the property. The appeal was accordingly allowed, and the action was dismissed, with costs.—SOLICITORS, *Ingle, Cooper, & Holmes*; *Harris, Wilkinson & Raikes*.

COMPANY—WINDING UP—CONTRIBUTORY—FULLY PAID-UP SHARES—COMPANIES ACT, 1867, s. 25.—In a case of *In re The Barrow-in-Furness and Northern Counties Land and Investment Company*, before the Court of Appeal on the 24th ult., the question arose whether some shares which had been issued by the company as fully paid up had been paid for in cash, so as to satisfy the requirements of section 25 of the Companies Act, 1867. On the 14th of August, 1877, one Young signed an agreement to sell some land to Huddart for £7,713, and on the 30th of August Huddart agreed with the promoter of the then intended company to sell the land to the company, when incorporated, for £19,330. The company was registered in September, 1877, with a capital of £100,000, divided into £5 shares. The articles of association stated the agreement of the 30th of August, and provided that the directors should carry it into effect. On the 19th of September the company entered into an agreement with Huddart, adopting the agreement of the 30th of August, but reducing the purchase-money to £12,592. In June, 1878, an abstract of Young's title to the property was delivered to the company. Some correspondence took place between Young and the company's solicitor, in the course of which it was suggested that Young should take

fully paid-up shares, of the nominal value of £2,000, in part payment of his purchase-money, and this he ultimately consented to do. The draft of the conveyance of the property to the company, as originally prepared, purported to be a conveyance by Young and some mortgagees of his to the company. It contained recitals that Young had agreed with Huddart to sell the property to him for £7,713, and that prior to a conveyance to Huddart, he had agreed with the company to assign and release to them the benefit of the contract on payment of the £7,713 by the company to Young. And Young and his mortgagees then purported to convey the property to the company in consideration of £2,300 paid by the company to the mortgagees, and £4,913 (the remainder of the £7,713) paid to Young. After Young had agreed to take £2,000 in fully paid-up shares, the draft was altered by introducing a recital of that agreement, and expressing the consideration to be £2,300 paid to the mortgagees, 400 fully paid-up shares allotted to Young, and £2,913 paid to him. On the 3rd of October, 1878, the directors of the company resolved to allot 400 shares to Young as fully paid up. On the 28th of November the conveyance was executed in accordance with the draft as altered, and the purchase was completed, £2,913 being paid to Young and the certificates of 400 fully paid-up shares being delivered to him, and his name was placed on the register of the company for the 400 shares accordingly. No written contract in respect of the shares was registered under section 25. The company having been ordered to be wound up, Little, V.C., held that Young was liable to pay the full nominal value of the 400 shares in cash, and placed him on the list of contributories accordingly. The Court of Appeal (JAMES, BRETT, and COTTON, L.J.J.) held that the transactions which had taken place between the parties would have supported a plea of payment in defence to an action by the company against Young for calls on the shares, and that, consequently, the shares had been in effect paid for in cash, and Young was not liable as a contributory in respect of them.—SOLICITORS, *Coburn & Young*; *Robins & Peters*.

PRACTICE—ADJUDICATION OF BANKRUPTCY—TWO PETITIONS—HEARING OF SECOND PETITION FIRST—COLLUSION WITH DEBTOR—POWER OF COURT OVER CONDUCT OF PROCEEDINGS—BANKRUPTCY RULES, 1870, r. 43.—On the 23rd ult. an application was made to the Court of Appeal for leave to appeal to the House of Lords from their decision in the case of *Ex parte Mason*, noted *ante*, p. 384. The facts were shortly these:—Two bankruptcy petitions were presented on the same day against the same debtor; the first by a hostile creditor, the second by a friendly creditor for whom the debtor's own solicitor acted. The second petition was filed with notice of the first. Before the first petition had been served, the second was served, and, without the consent of the debtor, an immediate adjudication was made upon it. After this the first petition was served. The first petition appealed against the adjudication, and adduced evidence to show that it had been obtained by collusion between the debtor and the second creditor. The Chief Judge ordered that all proceedings under the adjudication should be stayed until the first petition should have been heard and disposed of. The Court of Appeal (James, Brett, and Cotton, L.J.J.) held that the first petitioner had no right to appeal from the adjudication, but that his proper course would have been to apply to the judge of the county court to give him the conduct of the proceedings under the adjudication up to the time of the appointment of a trustee, a thing which, they said, the court had ample jurisdiction to do, if it was proved that the adjudication had been obtained by collusion. In support of the application for leave to appeal to the House of Lords it was urged that the decision was contrary to the settled practice of the London Court of Bankruptcy ever since the Act of 1869 came into operation, as well as to the practice which had prevailed long before that time. It had always been considered that the creditor who first petitioned had a vested right in the proceedings, and the practice had always been not to hear a second petition without giving notice to the first creditor, and at the most the two petitions would be heard together. And it was urged that the result of the decision would be that a debtor could always, by means of the petition of a friendly creditor, prevent the making of an adjudication on the petition of a hostile

creditor, and could thus get the conduct of the proceeding practically into his own hands, and control the appointment of the trustee, so as to prevent a full investigation into his affairs. The court (JAMES, BRETT, and COTTON, L.JJ.), however, refused to allow an appeal, and said that the mischief which was suggested could always be prevented by means of the power of the court to give the conduct of the proceedings to the second petitioner.—SOLICITORS, *Layton & Jaques; Nash & Field.*

**POWER OF APPOINTMENT—EXERCISE BY INFANT—PERSONALITY**—On the 24th ult., the Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.), affirmed the decision of Jessel, M.R., in the case of *In re D'Angibau* (noted ante, p. 67), that a power of application over personal estate, created by a marriage settlement in favour of the wife, who was an infant at the date of the settlement, and who died while still an infant, had been validly exercised by her will. Their lordships simply affirmed the decision, and said that they would give their reasons hereafter.—SOLICITORS, *Yarde & Loader; Wilkins, Blyth, & Fanshawe; Pelgrave & Hodgkinson.*

**PRACTICE—ADMINISTRATION ACTION—TRIAL OF ISSUE BEFORE JUDGE AND JURY—APPLICATION FOR NEW TRIAL.**—Judgment was delivered by Hall, V.C., on the 24th ult., in a case of *Jenkins v. Morris*, which involved a preliminary question with regard to a point of practice of some novelty. The action was for the administration of the estate of an intestate, and questions had arisen in the course of the proceedings as to the validity of a certain lease purporting to be granted by him. The validity of the contract for the lease was impeached by the plaintiffs, on the ground that the testator was of unsound mind and incapable of managing his own affairs at the time of entering into it. By direction of the Vice-Chancellor, in whose court the action was proceeding, an issue on this point was framed, and sent down to be tried by judge and jury at Carmarthen Assizes. The trial was held before Lindley, J., and a special jury, at the winter assizes, when a verdict was returned to the effect that the intestate was not of unsound mind at the time in question. The plaintiffs on March 4, applied to the Vice-Chancellor upon motion *ex parte* for a rule nisi calling upon the defendants to show cause why a new trial of the issue should not be directed, upon the ground of mistake and of the verdict being against the weight of evidence. A difficulty arose as to the practice, inasmuch as under order 39, Rules of Court, December, 1876, rule 5, and Rules of Court, March, 1879, rule 1a, the application for a new trial ought to be made to a divisional court, and it has always been the practice in the common law courts, independently of the last-mentioned rules, that the application for a new trial should be made in the Divisional Court of that division of which the judge before whom the action or issue was tried is a member. In the present instance the action was attached to the Vice-Chancellor's court, and nothing was known of it in any of the courts at Westminster. HALL, V.C. decided that he had jurisdiction to hear the application, on the authority of a case of *Williams v. Best* (unreported), where a similar motion had been heard by the present Master of the Rolls; but his lordship at the same time observed that the principle of the case was entirely opposed to that which regulated the more convenient common law practice, which was that the judge who tried the case should form one of the Divisional Court which dealt with the application. In the result the rule was refused upon independent grounds.

## Societies.

### LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, 1st of April, the following being present, viz., Mr. Desborough (chairman), and Messrs. Boodle, Burt, Styan, and Tylee, and A. B. Carpenter (secretary), the annual general court was fixed for the 27th of May, one new member was elected, and the ordinary general business was transacted.

## Law Students' Journal.

### LAW STUDENTS' DEBATING SOCIETY.

The weekly meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday evening last; Mr. A. M. Ellis, LL.B. in the chair. The question appointed for the evening's discussion was the following:—"Is it desirable that Lord Beaconsfield's Government should be supported by a majority at the General Election?" and was opened in the affirmative by Mr. A. W. Stirling, B.A.; Mr. C. B. Grant followed on the negative side and was supported by Messrs. S. Garrett, M.A., and T. Bateman Napier. Messrs. F. H. R. Fergus and W. R. Lloyd-Jones spoke on the affirmative side. The debate was adjourned until the 6th proximo.

### UNITED LAW STUDENTS' SOCIETY.

The society held its usual weekly meeting at Clement's-inn Hall, Strand, on Wednesday last; Mr. B. T. Bartrum in the chair. Mr. E. H. Pickersgill opened the subject for discussion which had been adjourned for the second time from the previous Wednesday:—"That Lord Beaconsfield and his Government do not deserve the confidence of the country." Messrs. A. D. Acland, W. C. Owen, and B. Brown, supported; Messrs. D.A. B. Collyer, Pitt-Cobbett, and T. Clarkson opposing. Mr. W. Shirley Shirley having replied upon the whole debate, the question was put to the vote and carried by a majority of two, the house adjourning at 10.40. The Cardiff Law Students' Society was introduced into union. There will be no meeting of the society next week.

### BIRMINGHAM LAW STUDENTS' SOCIETY.

At a meeting of this society held on Tuesday, March 23, in the Law Library, Thos. Martineau, Esq., in the chair, a debate took place upon the following moot point:—"Should the English law which compels (1) ministers of religion, and (2) medical men to give evidence concerning matters communicated to them in professional confidence be assimilated to the laws of the Continent which protect such communications?"—Powell on Evidence, 4th ed. pp. 129-130; Best on Evidence, 5th ed. pp. 724-729; Taylor on Evidence, 7th ed. pp. 737, 770, and references in note 3, 771, and references in note 5. See also the remarks of Jessel, M.R., in *Anderson v. Bank of Columbia* (1876) L. R. 2 Ch. D. at p. 650; Bentham's View of Rationale of Evidence, ch. xx. § 85; Works edited by Bowring, vol. vi. pp. 98-9. The speakers in the affirmative were Messrs. Rogers, O'Connor, Stereo, and W. C. Taylor, and on the negative Messrs. Hooper, Ludlow, Jones, Barrows, Mason, Crockford, Davis, and King. The chairman summed up and put the question, which was negatived on both heads, though the number of votes in favour of a change in the law as to ministers of religion was considerably larger than the number given in favour of a change in the law as to medical men. A vote of thanks to the chairman concluded the meeting.

### LIVERPOOL LAW STUDENTS' ASSOCIATION.

A meeting of this association was held at the Law Library, Union-court, on Monday, March 22, Wm. Stone, Esq., M.A., president of the association, in the chair. Fifteen new members were elected. Mr. Richard Lowndes (author of a "Treatise on General Average," &c.) read a paper on "The Principles of the Law of General Average." The paper traced the gradual admission of the custom of general average into the legal systems of ancient countries, and its slow development in our own. It was pointed out that not until the present century was the custom, even in its simplest form, recognized by the English courts, and that even now the Court of Appeal is engaged in considering the validity of some of its leading principles. The paper was a most able and instructive one, and was listened to throughout with the greatest attention. At its conclusion, a very hearty vote of thanks to Mr. Lowndes for his kindness in preparing and reading it was passed, on the motion of the chairman, seconded by Mr. A. Wilson. A debate then took place on the following question:—"When a ship is obliged to put into an intermediate port for the common safety, do

the principles of the law of general average require that the expenses of coming out from such port, in continuation of the voyage, should be admitted as, or excluded from, general average?" The discussion was opened by Mr. C. A. M. Lightbound in favour of the exclusion of such expenses, and was continued by Messrs. Dawbarn, Winshurst, A. Wilson, and Rogers. The case chiefly referred to was *Attwood v. Sellar*, L. R. 4 Q. B. D. 342, which has been recently argued before the Court of Appeal, judgment being reserved. On the votes of the meeting being taken, the question was decided in favour of the admission as general average of the expenses referred to, by a majority of eleven. There were forty-five members present. A course of lectures on criminal law is being delivered to members of this association, on Wednesdays, by Mr. Segar, barrister. The average attendance of articled clerks up to the present time has been forty-seven.

## Appointments, Etc.

Mr. EDWARD BYGOTT, solicitor, of Wem, has been appointed a Perpetual Commissioner for Shropshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JAMES JERMAN, solicitor, of Exeter, has been appointed a Perpetual Commissioner for Devonshire and the city of Exeter for taking the Acknowledgments of Deeds by Married Women.

Mr. BENJAMIN SCOTT CURREY, solicitor, of Derby, has been appointed by the High Sheriff of Derbyshire (Colonel Francis William Newdigate), to be Under-Sheriff of that county for the ensuing year. Mr. Currey was admitted a solicitor in 1852, and is deputy clerk of the peace for Derbyshire. His partner, Mr. John Barber, is clerk of the peace for the county.

Mr. ROBERT DAWBARN, solicitor, of March and Wisbeach, has been appointed by the High Sheriff of Cambridgeshire and Huntingdonshire (Mr. Robert Catling) to be Under-Sheriff of those counties for the ensuing year. Mr. Dawbarn is registrar of the March County Court, clerk to the county magistrates, and treasurer for the Isle of Ely. He was admitted a solicitor in 1846, and is in partnership with Mr. Frederick John Wise.

Mr. JAMES HEGEN DOUGLASS, solicitor, of 9, John-street, Adelphi, and Market Harborough, has been appointed by the High Sheriff of Leicestershire (Mr. Joseph Truman Mills) to be Under-Sheriff of that county for the ensuing year. Mr. Douglass was admitted a solicitor in 1856, and is clerk to the magistrates and the Commissioners of Taxes at Market Harborough.

Mr. GEORGE FELL, solicitor, of Aylesbury, has been appointed a Perpetual Commissioner for Buckinghamshire for taking the Acknowledgments of Deeds by Married Women.

Mr. GEORGE FREDERICK HILL, solicitor, of Cardiff, has been appointed a Perpetual Commissioner for Glamorgan-shire for taking the Acknowledgments of Deeds by Married Women.

Mr. HENRY LEE, solicitor, of Whitechurch, Shropshire, has been appointed by the High Sheriff of Cheshire (Mr. Cudworth Halstead Poole), to be Under-Sheriff of that county for the ensuing year. Mr. Lee was admitted a solicitor in 1861, and is in partnership with Mr. William Lee Brookes.

Mr. HENRY NEWBALD, solicitor, of Newark, has been appointed by the High Sheriff of Nottinghamshire (Mr. William Henry Coope Oates) to be Under-Sheriff of that county for the ensuing year. Mr. Newbald was admitted a solicitor in 1843, and is clerk to the Newark Highway Board. His partner, Mr. Evelyn Sherard Falkner, is clerk to the county magistrates.

The Hon. DAVID ROBERT PLUNKET, Q.C., M.P., Paymaster-General of the Forces, has been sworn a member of the Privy Council.

Mr. CHARLES WILLIAM REES STOKES, solicitor, of Tenby, has been appointed by the High Sheriff of Pembrokeshire (Mr. John Frederick Lort Phillips) to be Under-Sheriff of that county for the ensuing year. Mr. Stokes was admitted a solicitor in 1864, and is in partnership with Mr. John Gwynne, town clerk of Tenby.

Mr. FREDERICK ROWLAND ROBERTS, solicitor, of Aberystwith, has been appointed by the High Sheriff of Cardiganshire (Mr. George Ernest John Powell) to be Under-Sheriff of that county for the ensuing year. Mr. Roberts is clerk of the peace for Cardiganshire.

Mr. FRANCIS SMITH, junior, of Henley-upon-Thames, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. W. O. WEDLAKE, solicitor (of the firm of Wedlake & Letts), of 3, Mitre court, Temple, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Married Women for the county of Middlesex and the cities of London and Westminster, in lieu of for the counties of Surrey and Kent.

## DISSOLUTION OF PARTNERSHIP.

WILLIAM THURGOOD and RICHARD DRIVER THURGOOD, solicitors, Saffron Walden (William & Richard Driver Thurgood). March 20. (*Gazette*, March 26.)

## Companies.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

ANGLO-VIRGINIAN FREEHOLD LAND COMPANY, LIMITED.—Petition for winding up, presented Mar 9, directed to be heard before V.C. Malins, on Apr 9. Beall, Queen Victoria st, solicitor for the petitioner.

FURNES PAPER COMPANY, LIMITED.—V.C. Bacon has, by an order dated Mar 20, appointed Samuel Robert Biggs, Ulverston, to be official liquidator.

NORTH WALES CARRIAGE AND WAGON COMPANY, LIMITED.—Petition for winding up, presented Mar 24, directed to be heard before V.C. Malins, on Apr 9. Heritage and Co, Clement's lane, solicitors for the petitioners.

VICTORIA MANURENS, LIMITED.—V.C. Malins has fixed Apr 9 at 12, at his chambers, for the appointment of an official liquidator [*Gazette*, Mar 30.]

##### COUNTY PALATINE OF LANCASTER.

FRESTON VICTORIA LOAN, DISCOUNT, AND DEPOSIT COMPANY, LIMITED.—By an order made by V.C. Little, dated Mar 22, it was ordered that the voluntary winding up of the above company be continued. Cooper, Preston, solicitor for the petitioner [*Gazette*, Mar. 30.]

##### FRIENDLY SOCIETIES DISSOLVED.

BRISTOL LOYAL UNITED ODD SISTERS' FRIENDLY SOCIETY, British Workman, Temple st, Bristol. Mar 20  
UNION MECHANIC SOCIETY, Crown and Anchor Inn, Church st, Paignton, Devon. Mar 20 [*Gazette*, Mar. 29.]

## New Orders, Etc.

### RULES OF THE SUPREME COURT, APRIL, 1880.

#### RULES.

1. *Mode of citing.*] These rules may be cited as the Rules of the Supreme Court, April, 1880, or each separate rule may be cited as if it had been one of the Rules of the Supreme Court, and had been numbered by the number of the order and rule mentioned in the margin.

2. *Commencement.*] These rules shall come into operation on the 6th day of April, 1880.

#### ORDER II.

##### *Writs of Summons and Procedure.*

3. *Special procedure under Bills of Exchange Act abolished*—Ord. 2, r. 6a.] Order 2, rule 6a, is hereby annulled, and no writ shall hereafter be issued under the Summary Procedure on Bills of Exchange Act, 1855 (18 & 19 Vict. c. 67.)

#### ORDER V.

##### *Issue of Writs of Summons.*

4. *Issue of writs of summons out of central office*—Ord. 5, r. 1a.] Every writ of summons not issued out of a district registry shall be issued out of the central office.

## ORDER XII.

*Appearance.*

5. *Appearances in central office*—Ord. 12, r. 1a.] Appearances entered in London shall be entered in the central office.

In probate actions notice of appearances entered shall forthwith be given by the central office to the probate registry.

6. *Notice of appearance*—Ord. 12, r. 6b.] Order 12, rule 6b, of the Rules of the Supreme Court is hereby annulled and the following shall stand in lieu thereof:—

A defendant shall enter his appearance to a writ of summons by delivering to the proper officer a memorandum in writing dated on the day of its delivery, and containing the name of the defendant's solicitor, or stating that the defendant defends in person.

He shall at the same time deliver to the officer a duplicate of the memorandum, which the officer shall seal with the official seal, showing the date on which it is sealed, and then return to the person entering the appearance, and the duplicate memorandum so sealed shall be a certificate that the appearance was entered on the day indicated by the seal.

A defendant shall, on the day on which he enters an appearance to a writ of summons, give notice of his appearance to the plaintiff's solicitor, or, if the plaintiff sues in person, to the plaintiff himself. The notice may be given either by notice in writing served in the ordinary way at the address for service, or by prepaid letter directed to that address and posted on the day of entering appearance *in due course of post*, and shall in either case be accompanied by the sealed duplicate memorandum.

## ORDER XVI.

*Parties.*

7. *Service of notice on infant or person of unsound mind*—Ord. 16, r. 12a.] Notice of a judgment or order pursuant to the Act 15 & 16 Vict. c. 86, s. 42, on an infant or person of unsound mind not so found by inquisition shall be served in the same manner as a writ of summons in an action.

8. *Parties to administration proceeding*—Ord. 16, r. 12b.] In any cause for the administration of the estate of a deceased person, no party to the cause other than the executor or administrator shall, unless by leave of the judge, be entitled to appear either in court or in chambers on the claim of any person not a party to the cause against the estate of the deceased in respect of any debt or liability. The judge may direct any other party to the cause to appear, either in addition to or in the place of the executor or administrator, upon such terms as to costs or otherwise as he shall think fit.

## ORDER XXXIV.

*Questions of Law.*

9. *Agreement as to payment of money and costs*—Ord. 34, r. 6.] The parties to a special case may, if they think fit enter into an agreement in writing, which shall not be subject to any stamp duty, that on the judgment of the court being given in the affirmative or negative of the question or questions of law raised by the special case, a sum of money, fixed by the parties, or to be ascertained by the court, or in such manner as the court may direct, shall be paid by one of the parties to the other of them, either with or without costs of the action, and the judgment of the court may be entered for the sum so agreed or ascertained, with or without costs, as the case may be, and execution may issue upon such judgment forthwith, unless otherwise agreed, or unless stayed on appeal.

10. *Application of order, &c.*—Ord. 34, r. 7.] This order shall apply to every special case stated in an action, or in any proceeding incidental to an action. No special case shall hereafter be stated under the Act 13 & 14 Vict. c. 35.

## ORDER XXXV.

*Proceedings in District Registries.*

11. *Proceedings necessary or incidental to judgment*—Ord. 35, r. 3a.] Where an action proceeds in a district registry, all proceedings relating to the following matters, namely,—

- (a.) Leave to issue or renew writs of execution,
- (b.) Examination of judgment debtors for garnishee purposes,

- (c.) Garnishee orders,
- (d.) Charging orders *in rem*, shall, unless the court or a judge otherwise order, be taken in the district registry.

## ORDER XXXVII.

*Evidence generally.*

12. *Form of affidavits*—Ord. 37, r. 3a.] Every affidavit shall be drawn up in the first person, and shall be divided into paragraphs, and every paragraph shall be numbered consecutively, and as nearly as may be shall be confined to a distinct portion of the subject. Every affidavit shall be written or printed bookwise. No costs shall be allowed for any affidavit or part of an affidavit substantially departing from this rule.

13. *Description and address of deponent to be stated*—Ord. 37, r. 3b.] Every affidavit shall state the description and true place of abode of the deponent.

14. *Affidavits made by two or more deponents*—Ord. 37, r. 3c.] In every affidavit made by two or more deponents the names of the several persons making the affidavit shall be inserted in the *jurat*, except that if the affidavit of all the deponents is taken at one time by the same officer it shall be sufficient to state that it was sworn by both (or all) of the "above-named" deponents.

15. *Affidavit to be filed*—Ord. 37, r. 3d.] Every affidavit shall be filed in the central office. There shall be appended to every affidavit a note showing on whose behalf it is filed.

16. *Alterations in affidavits*—Ord. 37, r. 3e.] No affidavit having in the *jurat* or body thereof any interlineations, alteration, or erasure shall without leave of the court or a judge be read or made use of in any matter depending in court unless the interlineation or alteration (other than by erasure) is authenticated by the initials of the officer taking the affidavit, or, if taken at the central office, either by his initials or by the stamp of that office, nor in the case of an erasure, unless the words or figures appearing at the time of taking the affidavit to be written on the erasure are re-written and signed or initialled in the margin of the affidavit by the officer taking it.

17. *Affidavits by illiterate persons*—Ord. 37, r. 3f.] Where an affidavit is sworn by any person who appears to the officer taking the affidavit to be illiterate, the officer shall certify in the *jurat* that the affidavit was read in his presence to the deponent, that the deponent seemed perfectly to understand it, and that the deponent made his or her signature in the presence of the officer. No such affidavit shall be used in evidence in the absence of this certificate, unless the court or a judge is otherwise satisfied that the affidavit was read over to and apparently perfectly understood by the deponent.

18. *Stamping of affidavits and use of office copies*—Ord. 37, r. 3g.] In cases in which by the present practice an original affidavit is allowed to be used, it shall before it is used be stamped with a proper filing stamp, and shall at the time when it is used be delivered to and left with the proper officer in court or in chambers, who shall send it to the central office. An office copy of an affidavit may in all cases be used, the original affidavit having been previously filed in the central office, and the copy duly authenticated with the seal of that office.

## ORDER XLI.

*Entry of Judgment.*

19. *Judgments when to be entered in central office*—Ord. 41, r. 1a.] All judgments in the Queen's Bench, Common Pleas, and Exchequer Divisions shall, if entered in London, be entered in the central office.

## ORDER XLII.

*Execution.*

20. *Execution on judgment in Chancery Division*—Ord. 42, r. 15a.] Upon any judgment drawn up by the Chancery Registrars for the recovery of a sum of money and costs there may continue to be, at the election of the claimant, either one writ or separate writs of execution for the recovery of the sum and for the recovery of the costs, but a second writ shall only be for costs and shall be issued not less than eight days after the first writ.

## ORDER XLVI.

*Charging of Stock or Shares and Distringas.*

21. *Writ of distringas not to issue*—Ord. 46, r. 2a.]

Order 46, rule 2, is hereby annulled, and no writ of *distringas* shall hereafter be issued under the Act 5 Vict. c. 5, s. 5.

22. *Meaning of "company" and "stock"*—Ord. 46, r. 3.] In the following rules of this order the expression "Company" includes the Governor and Company of the Bank of England, and any other public company, whether incorporated or not, to which 5 Vict. c. 5, s. 5, applies, and the expression "stock" includes shares, securities, and money.

23. *Filing and service of affidavit, and notice as to stock*—Ord. 46, r. 4.] Any person claiming to be interested in any stock standing in the books of a company may, on making an affidavit in or to the effect of the form B. 28 in the schedule hereto, and on filing the same in the central office, with a notice in or to the effect of the form B. 23 in the same schedule annexed thereto, and, on procuring an office copy of the affidavit and a duplicate of the filed notice authenticated by the seal of the central office, serve the office copy and duplicate notice on the company.

24. *Affidavit to state address of claimant*—Ord. 46, r. 5.] There shall be appended to the affidavit a note stating the person on whose behalf it is filed, and to what address notices (if any) for that person are to be sent. All such notices shall be deemed to have been duly sent through the post by a prepaid letter directed to that person at the address so stated or at any such substituted address as hereinafter mentioned, whether the person to whom the notice is sent is living or not.

25. *Alteration of address*—Ord. 46, r. 6.] The address so stated may, from time to time, be altered by the person by or on whose behalf the affidavit is filed, but all notices sent by post before the alteration of the address originally given or for the time being substituted therefor shall not be affected by any subsequent alteration. Any such alteration of address may be made by service of a memorandum thereof on the company in the manner required for service of a notice under this order.

26. *Service of affidavit and filed notice to have same effect as writ of distringas*—Ord. 46, r. 7.] The service of the office copy of the affidavit and of the duplicate of the filed notice shall for the period of five years from the day of service but not longer (unless the notice is renewed as after mentioned) have the same force and effect as if these rules had not been made, and a writ of *distringas* in respect of the stock had been duly issued under the Act 5 Vict. c. 5, s. 5.

27. *Renewal of notice*—Ord. 46, r. 8.] The original notice may be kept on foot from time to time by a notice of renewal signed by the person by whom or on whose behalf the original notice was given, and served on the company, provided the notice of renewal, if only one is given, is served before the expiration of five years from the day on which the original notice was served, or, if more than one is given, then before the expiration of five years from the day on which the last previous notice of renewal was served. Each such notice of renewal shall have the effect of continuing and keeping on foot the original notice for the period of five years from the day on which the first notice of renewal or the last previous notice of renewal (as the case may be) was served.

28. *Withdrawal or discharge of notice*—Ord. 46, r. 9.] A notice filed under this order may at any time be withdrawn by the person by whom or on whose behalf it was given on a written request signed by him, or its operation may be made to cease by an order to be obtained by motion on notice or by petition duly served by any other person claiming to be interested in the stock sought to be affected by the notice.

29. *Effect of request for transfer of stock or payment of dividend*—Ord. 46, r. 10.] If, whilst a notice filed under this order continues in force, the company on whom it is served receive from the person in whose name the stock specified in the notice is standing, or from some person acting on his behalf or representing him, a request to permit the stock to be transferred or to pay the dividends thereon, the company shall not by force or in consequence of the service or of any renewal of the notice be authorized, without the order of the court, to refuse to permit the transfer to be made or to withhold the payment of the dividends for more than eight days after the date of the request.

30. *Amendment of description of stock*—Ord. 46, r. 11.]

If the person who files a notice under this order desires to correct the description of the stock referred to in the filed notice he may file an amended notice and serve on the company a duplicate notice sealed with the seal of the central office, and in that case the service of the notice shall be deemed to have been made on the day on which the amendment duplicate is so served.

#### ORDER XLVII.

##### *Writs of Subpoena and Sequestration.*

31. *No subpoena or, without leave, sequestration for costs*—Ord. 47, r. 2.] No subpoena for the payment of costs, and, unless by leave of the court or a judge, no sequestration to enforce such payment, shall be issued.

#### ORDER LII.

##### *Interlocutory Orders as to Mandamus Injunction or Interim Preservation of Property, &c.*

32. *Writ of injunction abolished*—Ord. 52, r. 8.] No writ of injunction shall be issued. An injunction shall be by a judgment or order, and any such judgment or order shall have the effect which a writ of injunction previously had.

#### ORDER LIV.

##### *Application at Chambers.*

33. *Procedure in chambers*—Ord. 54, r. 7.] The following rules numbered 34 to 40, both inclusive, shall apply to all applications at chambers in the Queen's Bench, Common Pleas, and Exchequer Divisions.

34. *Forms of summonses*—Ord. 54, r. 8.] A summons shall be in the form H. 1 in the schedule hereto, with such variations as circumstances require. It shall be addressed to all the persons on whom it is to be served.

35. *Preparation and issue of summonses*—Ord. 54, r. 9.] A summons shall be prepared by the applicant or his solicitor, and shall be sealed in the central office, and when so sealed shall be deemed to be issued. The person obtaining a summons shall leave a copy thereof at the central office.

36. *Hours of returns*—Ord. 54, r. 10.] Unless a judge otherwise specially directs, summonses for time only shall be returnable at 10.30 in the forenoon, and be heard by the masters in priority to other business. Unless as aforesaid, other summonses shall be returnable at successive hours, commencing at eleven in the forenoon, and summonses to be attended by counsel shall not be returnable before two in the afternoon. In settling the number of summonses returnable at each hour regard shall be had to the nature of the several applications.

37. *List of summonses*—Ord. 54, r. 11.] Each summons, not being a summons for time only, shall, when issued, be entered by the proper officer in a list. The lists of summonses shall distinguish those which a master has jurisdiction to hear from those which a master has no jurisdiction to hear, and those which are to be attended by counsel from those which are not to be so attended.

38. *Hearing of summonses*—Ord. 54, r. 12.] The summonses in each list for hearing by a judge or master shall be called on in their order. If when a summons is called on neither party appears, the summons shall be passed over until the list for the hour has been gone through. The summonses passed over shall then be called on a second time in their order. If neither party appears to a summons so called on it shall be struck out. If one party only appears, such order as seems just may, on an affidavit of service, be made *ex parte*. An affidavit of non-attendance shall not be required or allowed.

39. *Form of order*—Ord. 54, r. 13.] An order shall be in the form H. 2 in the schedule hereto, with such variations as circumstances require. It shall be sealed, and shall be marked with the name of the judge or master by whom it is made.

40. *Filing consents to orders and adjournments*—Ord. 54, r. 14.] Written consents to orders and adjournments shall be filed at the central office.

#### ORDER LV.

##### *Costs.*

41. *Security for costs where given by bond*—Ord. 55, r. 3.] Where a bond is to be given as security for costs, it shall, unless the court or a judge otherwise directs, be given to the party or person requiring the security, and not to an officer of the court.

## ORDER LVII.

## Time.

42. *Enlargement of time by consent*—Ord. 57, r. 6a.] The time for delivering or amending any pleading may be enlarged by consent in writing, without application to the court or a judge.

43. *Service*—Ord. 57, r. 8.] Service of pleadings, notices, summonses, orders, rules, and other proceedings shall be effected before the hour of six in the afternoon, except on Saturdays, when it shall be effected before the hour of two in the afternoon. Service effected after six in the afternoon on any weekday except Saturday shall be deemed to have been effected on the following day. Service effected after two in the afternoon on Saturday shall be deemed to have been effected on the following Monday.

## ORDER LIX.

*Effect of Non-Compliance and Amendment.*

44. *Amendment*—Ord. 59, r. 2.] The court or a judge may at any time, and on such terms as to costs or otherwise as to the court or judge may seem just, amend any defect or error in any proceedings; and all such amendments may be made as may be necessary for the purpose of determining the real question or issue raised by or depending on the proceedings.

## ORDER LXI.

*Central Office.*

45. *Seals of central office*—Ord. 60a., r. 5.] The official seals to be used in the central office shall be such as the Lord Chancellor from time to time directs.

All copies, certificates, and other documents appearing to be sealed with a seal of the central office shall be presumed to be office copies or certificates or other documents issued from the central office, and if duly stamped may be received in evidence, and no signature or other formality, except the sealing with a seal of the central office, shall be required for the authentication of any such copy, certificate, or other document.

46. *Inrolment of deeds*—Ord. 60a., r. 6.] All deeds which by any statute or statutory rule are directed or permitted to be inrolled in any of the courts whose jurisdiction has been transferred to the High Court of Justice may be inrolled in the Inrolment Department of the central office.

47. *Judgments, &c., not to be registered after two p.m.*—Ord. 60a., r. 7.] The Registrar of Judgments shall not receive any memorandum of a judgment, execution, *lis pendens*, order, rule, annuity, Crown debt, or other incumbrance, or any memorandum of satisfaction relating to the same, for registration, after the hour of two in the afternoon.

48. *Searches and certificates of search*—Ord. 60a., r. 8.] The Clerk of Inrolments and each of the following registrars, namely—

The Registrar of Bills of Sale,

The Registrar of Certificates of Acknowledgments of Deeds by Married Women, and

The Registrar of Judgments,

shall, on a request in writing giving sufficient particulars, and on payment of the prescribed fee, cause a search to be made in the registers or indexes under his custody, and issue a certificate of the result of the search.

A person shall not inspect nor take any extract from any of these registers or indexes, or any document filed in connection therewith, until he has specified in writing to the officer in charge of the register or index the name against which he wishes to search, and has satisfied the officer as to the object of the search.

49. *Registrars under Bills of Sale Act*—Ord. 60a., r. 9.] The masters shall be the registrar for the purposes of the Bills of Sale Act, 1878, and any one of the masters may perform all or any of the duties of the registrar.

50. *Memorandum of satisfaction of bill of sale*—Ord. 60a., r. 10.] A memorandum of satisfaction may be ordered to be written upon a registered copy of a bill of sale on a consent to the satisfaction, signed by the person entitled to the benefit of the bill of sale, and verified by affidavit, being produced to the registrar, and filed in the central office.

Where this consent cannot be obtained the registrar may, on application by summons, and on hearing the person entitled to the benefit of the bill of sale, or on affidavit of service of the summons on that person, and in either case on proof to the satisfaction of the registrar that the debt (if any) for which the bill of sale was made has been satisfied

or discharged, order a memorandum of satisfaction to be written upon a registered copy thereof.

51. *Restrictions on removal of documents from central office*—Ord. 60a., r. 11.] No affidavit or record of the court shall be taken out of the central office without the order of a judge or master, and no *subpoena* for the production of any such document shall be issued.

52. *Forms*—Ord. 60a., r. 12.] Such variations shall be made in the forms prescribed by or under the Supreme Court of Judicature Acts, 1873, 1876, and 1877, as are requisite for giving effect to these rules.

The additional forms contained in the schedule hereto shall be used in or for the purposes of the central office, with such variations as circumstances require.

The masters may from time to time prescribe the use in or for the purpose of the central office of such modified or additional forms as may be deemed expedient.

## ORDER LXI.

*Sittings and Vacations.*

53. *Office hours*—Ord. 61, r. 4c.] The office hours in the several offices of the Supreme Court, other than the Summons and Order, Crown Office, and Associates Departments of the Central Office, shall be from ten in the forenoon to four in the afternoon, except on Saturday and in vacation, when the offices shall close at two in the afternoon. In the excepted departments the hours shall be from eleven in the forenoon to five in the afternoon, except on Saturday and in vacation, when the hours shall be from eleven in the forenoon to three in the afternoon.

## ORDER LXII.

*Exceptions from the Rules.*

54. *Proceedings excepted from rules*—Ord. 62, r. 1.] Order LXII is hereby annulled, and the following shall stand in lieu thereof.

Subject to the provisions of this order, nothing in these rules shall affect the procedure or practice in any of the following causes or matters:—

1. Criminal proceedings.

2. Proceedings on the Crown side of the Queen's Bench Division.

3. Proceedings on the Revenue side of the Exchequer Division.

4. Proceedings for Divorce or other Matrimonial Causes.

55. *Application of certain rules to excepted proceedings*—Ord. 62, r. 2.] The following rules of the Supreme Court shall, as far as they are applicable, apply to all civil proceedings on the Crown side of the Queen's Bench Division, and to all proceedings on the Revenue side of the Exchequer Division; namely,—

Order LV. (Costs).

Order LVI. (Notices and papers, &c.)

Order LVII. (Time).

Order LVIII. (Appeals).

56. *Special case*—Ord. 62, r. 3.] The parties to any civil proceeding on the Crown side of the Queen's Bench Division or to any proceeding on the Revenue side of the Exchequer Division, may, at any time after the proceeding is commenced, concur in stating any question or questions of law arising in the proceeding in the form of a special case for the opinion of the court, and the provisions of Order XXXIV. shall, as far as they are applicable, apply to any special case so stated, as if it had been stated in an action.

57. *Amendment*—Ord. 62, r. 4.] The court or a judge may at any time, and on such terms as to costs or otherwise as to the court or judge may seem just, amend any defect or error in any civil proceeding on the Crown side of the Queen's Bench Division, or in any proceeding on the Revenue side of the Exchequer Division; and all such amendments may be made as may be necessary for the purpose of determining the real question or issue raised by or depending on the proceeding.

58. *Non-compliance with rules*—Ord. 62, r. 5.] Non-compliance with any rule of practice or procedure for the time being in force with respect to civil proceedings on the Crown side of the Queen's Bench Division, or to proceedings on the Revenue side of the Exchequer Division, shall not render the proceedings void unless the court or a judge so direct, but the proceedings may be set aside either wholly or in part as irregular, or amended, or otherwise dealt with in such manner and on such terms as the court or judge may think fit.

59. *Mandamus, quo warranto, and prohibition to be deemed civil proceedings*—Ord. 62, r. 6.] For the purposes of this order, proceedings in *mandamus, quo warranto*, and prohibition shall be deemed civil proceedings.

## ORDER LXIII.

*Interpretation of Terms.*

60. *Interpretation of terms*—Ord. 63, r. 2.] In these rules the expression "central office" means the central office of the Supreme Court of Judicature, and the expression "master" means a master of the Supreme Court of Judicature.

In the Supreme Court of Judicature (Officers) Act, 1879, and in Order LX., the expression "officer of the Supreme Court" shall mean any officer paid wholly or partly out of public money who is attached to the Supreme Court, the High Court of Justice, or the Court of Appeal, or to any judge of any of those courts, and is not an officer attached to the person of a judge, and removable by him at pleasure.

The term "these rules" as used in the Rules of the Supreme Court shall include any rules made in amendment of or addition to those rules.

## ORDER LXIV.

*Scheme under Railway Companies Act, 1867.*

61. *Annulling of certain rules as to enrolment of scheme under 30 & 31 Vict. c. 127.*] Rules 21 to 28, both inclusive, of the Order of Court made under the Railway Companies Act, 1867, are hereby annulled.

62. *Mode of enrolment of scheme.*] A scheme under the Railway Companies Act, 1867, shall be enrolled in the Insolvent Department of the central office.

63. *Conditions of enrolment of scheme.*] A scheme under that Act shall not be enrolled unless notice of the order confirming it has at least once in every entire week, reckoned from Sunday morning to Saturday evening, which elapses between the pronouncing of the order and the expiration of thirty days from the pronouncing thereof, been inserted in such two newspapers as shall have been appointed by the judge for the insertion of advertisements under the order made pursuant to that Act, nor unless the newspapers containing those notices are produced to the proper officer when the scheme is presented for enrolment.

*Rules of the Supreme Court.  
(Costs.)*

64. *Special case*—Ord. 4a.] Order IV. of the additional Rules of the Supreme Court (Costs) is hereby annulled.

65. *Extension of time*—Rule 22a.] Rule 22 in the schedule to the additional Rules of the Supreme Court (Costs) is hereby annulled.

The costs of an application to extend the time for taking any proceeding shall, in the absence of an order by the court or a judge directing by whom they are to be paid, be in the discretion of the taxing master.

the defendant of £65 a year and £300 on his death. During his life he handed over to his wife the scrip certificates of some £3,000 invested in building society shares, which the defendant has obstinately retained possession of ever since, defying the order of Vice-Chancellor Hall to deliver them up, made on July 21, 1876. In consequence of this she has remained most of the time since then in prison. The plaintiff had obtained for the defendant an interview with the Vice-Chancellor with a view to the remission of the sentence; but the defendant remained obdurate, and was consequently sent back to gaol. The learned counsel said that the learned county court judge was thoroughly dissatisfied with the verdict; and

Their Lordships granted a rule to show cause.—*Times*.

## Legislation of the Week.

## ROYAL ASSENT.

MARCH 24.—The Royal Assent was given by Commission to the following Bills:—Exchequer Bills and Bonds Appropriation, Customs and Inland Revenue, Hypothec Abolition (Scotland), Companies, Town Councils and Local Boards, National Debt, and Parliamentary Elections and Corrupt Practices.

## Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY.  
LAST DAY OF PROOF.

BENJAMIN, EDMUND, Durnford, Wilts, Farmer. May 1. Dean v. Benjafield, V.C. Hall. Wilson and Co, Salisbury.  
ELLIS, JOHN, Ilkley, York, Gent. Apr 13. Carter v. Ellis, M.R. Robinson, Bradford.  
GOODWIN, JOHN, Clapham pk terrace, Clapham, Gent. Apr 2. Harris v. George, V.C. Hall. Wilkins, Old Jewry.  
HOYLE, SAVILE RICHARD, Cannon st, Solicitor. Apr 15. Stretton v. Reynolds, M.R. Hoyle, Cannon st.  
TILSTON, JOHN, Graysford, Denbigh, Gent. Apr 9. Duckers v. Lancelot, M.R. James, Wrexham.  
WARDER, MARY, College st, Worcester. Apr 15. Chamberlain v. Layland, V.C. Hall. Thompson, Worcester.  
WILSON, WILLIAM, Galsborough, York, Farmer. Apr 9. Wilson v. Metcalf, M.R. Dawson, Leeds.  
[Gazette, Mar. 16.]  
BOWLAS, DAVID, Reddish, Lancashire, Cotton Manufacturer. Apr 10. Choriton v. Dickie, V.C. Bacon. Jenson, Manchester.  
CUTBERT, WILLIAM, Beaumont Castle, Northumberland, Esq. May 1. Cuthbert v. Cutbert, V.C. Hall. Clayton, Newcastle-upon-Tyne.  
CHISMAN, AMBROSE GEORGE, Wimborne Minster, Dorset, Clothier. Apr 16. Yeatman v. Chisman, M.R. Moore, Wimborne Minster.  
DERBY, MARY ANN, Cambridge, Gloucester. Apr 16. Ball v. Ball, M.R. Ball and Co, Stroud.  
POPE, WILLIAM LATERCOMBE, Fortune villas, Harlesden. Mar 31. Monarch Investment Building Society v. Pope, V.C. Hall. Stollard and Whitting, South Molton st, Oxford st.  
SEWELL, THOMAS, Wilmot pl, Camden Town, Gent. Apr 10. Lambert v. Lambert, V.C. Hall. Jarman, Lincoln's inn fields.  
TRIMBLE, ROBERT, Ballinagar. Apr 13. Trimble v. Trimble, V.C. Bacon. Jackson, Sweeting st, Liverpool.  
[Gazette, Mar 19.]

## Court Papers.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Friday, April	2Mr. King	Mr. Teesdale	Mr. Jackson
Saturday.....	3 Merivale	Farrer	Cobby
Monday.....	5 Teesdale	Pemberton	Leach
Tuesday.....	6 Farrer	Ward	Latham
Wednesday....	7 Teesdale	Pemberton	Leach
Thursday.....	8 Farrer	Ward	Latham
Friday.....	9 Teesdale	Pemberton	Leach
Saturday.....	10 Farrer	Ward	Latham
	V. O. BACON.	V. C. HALL.	Mr. Justice F.R.
Friday, April	2Mr. Ward	Mr. Latham	Mr. Koe
Saturday.....	3 Pemberton	Leach	Cobby
Monday.....	5 Clowes	King	Jackson
Tuesday.....	6 Koe	Merivale	Cobby
Wednesday....	7 Clowes	King	Jackson
Thursday.....	8 Koe	Merivale	Cobby
Friday.....	9 Clowes	King	Jackson
Saturday.....	10 Koe	Merivale	Cobby

## High Court of Justice.

## EXCHEQUER DIVISION.

(Before KELLY, C.B., and POLLOCK, B.)

March 24.—*Christmas v. Turnbull.*

This case was remitted by the court to be tried in the Southwark County Court, where the jury returned a verdict in favour of the defendant.

H. F. Dickens now, on behalf of the plaintiff, moved for a new trial on the ground that the verdict was against the weight of evidence.

The action was brought by a solicitor to recover £42 8s. 8d., the amount of a bill of costs, the defendant's defence being that the plaintiff promised her he would not take anything if he did not get her (the defendant) out of prison, or get a certain settlement of which she complained set aside in Chancery. The defendant married a man much older than herself, and, after a somewhat stormy married life, they separated, when the defendant represented herself as a single woman and purchased furniture to the amount of £70. Mr. Turnbull settled an annuity on



Huddleston, B. Mr G Bruce  
Middlesex, Burrows v The North  
London Railway Co  
Pollock, B Mr Sims  
Middlesex, New Quay Ship Mutual  
Insurance Society v Jones  
Huddleston, B Mr McIntyre  
Moved Hilary Sittings, 1880.  
Middlesex, Wickham v Earp  
Stephen, J Mr H T Cole  
London, Stammers v Nicholson  
Stephen, J Mr Candy  
London, Gleiper v The Great  
Northern Railway Co  
Pollock, B Mr Sergeant Ballantine  
Middlesex, Green v Stewart and  
anr  
Huddleston, B Mr Rose Innes  
Lewes, Smyth v Mills  
Cleasby, B Mr Crispe  
Middlesex, Willis v Markham  
Stephen, J Mr Gore  
London, Whitbread v Wieland  
Sir H Hawkins Mr Grantham

SPECIAL PAPER.

FOR ARGUMENT.  
Cooke and others v Sherrard SC  
(Part heard)  
Sumner v Schofield SC  
Wiggall and ors, Executors v  
School of Indigent Blind SC  
Winesper v The Accident Insurance  
Co SC  
The Guardians of St. Olaves,  
Southwark v. Huntley and ors SC  
(To be heard before Divisional  
Court)  
Her Majesty's Principal Secretary  
of State for War v Horsman SC  
Green v Jackson SC

APPEALS FROM INFERIOR COURTS ASSIGNED TO THE  
EXCHEQUER DIVISION.

FOR JUDGMENT.  
Noble v Edmonds  
FOR ARGUMENT.  
Lancashire, Overseers of Liver-  
pool v Visitors of County Lunatic  
Asylum  
Middlesex, Nicholson and ors v  
Nicholson  
Met Pol Dis, Murray v Davis  
Westmoreland, Buck v The Mid-  
land Railway Co  
Monmouthshire, Parry v Jones

London, Boudry v Hinton, Sons,  
& Co  
Shropshire, Keay v Shropshire  
Union Railway Co  
London, Gillespie v McKean and  
anr  
Yorkshire, Howdle v Drury  
Cumberland, Lowthian v Francis  
and anr  
Yorkshire, Wetherell v Nobbs  
Durham, Murray v Parker  
Glamorganshire, Meager v Bowen  
Bedfordshire, Tompkins v Winner  
and anr

LONDON.—HILARY SITTING, 1880.

LIST OF ACTIONS FOR TRIAL.

(Continued from p. 411.)

Ex 276 Brown (Newman and Co) v Stone (F Needham)  
C P 277 Vance and Wife (C Harcourt) v Child (Plunkett and L)  
Ex 278 Silberberg (In person) v Serrano (Keene and M) without  
jury  
C P 279 Tees Bottle Co, limd (Miller, S and B) v Hinds (G J Jen-  
nings)  
C P 280 Bridger (E E Collins) v Beveridge (Carrist and Co) stayed  
SJ  
Q B 281 Harris (P Slater) v Truman, Hanbury and Co (Clapham  
and F) SJ  
Ex 282 Prosser (G Rose-Innes and Son) v Caslon and Co (Curtis  
and B)  
Q B 283 Hilbery (F W and H Hilbery) v Redway (Whitaker and W)  
Q B 284 Cooper (P Cooper and Co) v Mc Ilwraith and anr (Ingle-  
dew and L)  
C P 285 O'Byrne (W B Abbott) v North Metropolitan Tram Co (H  
C Godfray) SJ  
C P 286 Turner and Triggs (W A Downing) v Dixon (Bristow and  
S) SJ  
Ex 287 Akerblom (R Greening) v Price (Norris, Allen and Co) SJ  
Q B 288 Kenyon and Sons (Kenney, Son and H) v Hyland (Black-  
ford and Co) SJ  
Ex 289 Pettengill (In Person) v Hobson (R Charles)  
Q B 290 Turner (F Bradley) v Jameson (F W and H Hilbery)  
Q B 291 Duffy (Same) v London, Brighton, & Rail Co (Norton, R  
and Co)  
Ex 292 Thomas (Baylis and P) v Dadd (J H Shakespeare)  
C P 293 Nunwendum (G F Palmer) v Adamson, Howie and Co (J  
Vernon) com SJ  
Ex 294 Harrison (Champion, R and P) v Royle and Co (Godden  
and H)  
C P 295 The Marine Mutual Insurance Association, limd (Stocken  
and J) v W and J Young (T Donithorne) SJ  
Q B 296 Harris (Ley and B) v McNamara (C A Curwood) SJ  
Q B 297 Baur and Co (Maples, T and Co) v Hutchinson and anr  
(H C Coote) SJ  
C P 298 Crowther and ors (Croesley and B) v W Ladenburg and Co  
(R Miller and W) SJ  
C P 299 Holland (T B Wills) v Walker (In Person)

Ex 300 Williams (Stophor and B) v Day and ors (G H K and G A  
Fisher)  
Ex 301 Wilkinson (Miller and M) v Archer (S Chapman)  
Q B 302 Fletcher and Mason (Torr, J and Co) v Robinson (Rocks,  
K and Co)  
Q B 303 Middleton (H C Barker) v Young's Paraffin Light and  
Mineral Oil Co, limd (Johnston, F and L)  
Q B 304 Burton (G Badham) v Cantley (H A Edgar)  
Ex 305 Brooks (Keene and M) v Macbeth (Terrell and H)  
Q B 306 Hay (J Nicholls) v Tilling (Hicklin and W)  
Q B 307 Franklin and Andrews (J Mackrell and Co) v Smith (Halse,  
Trustram and Co) SJ  
Ex 308 Yeomans (G S Hare) v Gardeazabal and Co (Lowless and  
Co)  
C P 309 Wigram (Waltons, B and W) v Lord Garvah (Rooks and  
Co) SJ  
Q B 310 Norris and ors, trading, &c (J and R Gole) v Allcock and  
Co (J Lidiard and Co)  
Q B 311 P Gavin and Sons (Cattarns, J and H) v Alexander and  
ors (Williamson, Hill and Co)  
Ex 312 Lawrence (Munns and L) v Anglo-French Tram Co, limd  
(R Chandler)  
Q B 313 Anderson (G and W Webb) v Brocklebank Shipping Co,  
limd (Kisch, Son and H)  
Q B 314 Ross (F Bradley) v Stewart (Storey and C)  
Q B 315 E Martyn and Sons limd (Same) v Bowring and Archibald  
(Field, R and Co) SJ  
Q B 316 Rutkin (Morley and S) v Worley and anr (Champion, R  
and P) SJ  
C P 317 Harvey (Jno Hill) v Powell and ors (Aldridge, T and M)  
Q B 318 Fastnedge (W Beck) v Moll (S C Tudor)  
Ex 319 Edwards, trustee, &c (Pheips, S and B) v Israel (R Chap-  
man)  
C P 320 Carpenter (E F B Harston) v Armstrong (W Rogers) SJ  
Q B 321 Knight (Lanfeear and S) v Gibbs (P Roberts) SJ  
C P 322 Watson and anr (W R Philip) v Chipperfield (J T Moss)  
Ex 323 Arkell and anr (Houghton and B) v Thurber and Co  
(Angle, C and S)  
C P 324 Shaw (Freshfields and W) v Birch and anr (Birch and K)  
Ex 325 Garrard and anr (W H Sturt) v White and ors (R Jones  
and Co)  
C P 326 Keddie (Button, Grove and Co) v McGavin and Co (J D  
Pearl)  
Q B 327 Money (T D Pettiver) v Moon and ors (J Rea) SJ  
Ex 328 Hughes and Gold (Houghton and B) v Moir and Son (Lyne  
and H)  
Q B 329 Adams and Co (Stibbard, G and Co) v Row (J and M  
Pontifex) SJ  
Ex 330 Park (J Dingwall) v Thorley (Coombe and B)  
Q B 331 Holliday, infant (G and W Webb) v Great Eastern Ry Co  
(C A Curwood) SJ  
Ex 332 Davis (W R Preston) v Weston (B W and R C Mote)  
Q B 333 Edwards (Stibbard, G and Co) v Duke of Hamilton (Clarkes,  
R and C) SJ  
Q B 334 City of London Discount Corporation, limd (W P Slater) v  
Lacey (J Evans) SJ  
Ex 335 Borchers (B Crowther) v Duke of Hamilton (Clarkes, R and  
C) SJ  
C P 336 Smith (Boultons and Son) v Walton and ors (Roscoe, H  
and S)  
C P 337 Poole (Sorell and Son) v Levitt and anr (J Robinson)  
Q B 338 White (G and W Webb) v Angerstein (Johnson and M)  
Q B 339 Derby Commercial Bank, limd (F T Dubois) v Sibert (Torr  
and Co)  
C P 340 Pfeiffer (Benn Davis) v Lefevre (W and A R Ford) SJ  
C P 341 Price and Co (Lawrence, F and B) v Schoetensack (Rooks  
and Co) SJ  
Ex 342 Piggott (Dixon Ward and Co) v Turner (Meynell and Co)  
Q B 343 Hansen (R Greening) v Grice and Co (Hollams, Son and  
Co) com SJ  
C P 344 Wood (E W Parkes) v Gilbert (A S Edwards and Son)  
C P 345 Reider (Crook and S) v N Metropolitan Tram Co, limd (H  
C Godfray) SJ  
Ex 346 Crawford (Wilkins, B and F) v Imperial Bank (W O  
Russell) SJ  
C P 347 Ironmongers' Co (S A Beck) v Stephens (Elborough and D)  
Ex 348 Scott (W Webb) v Stewart (H Wickens)  
C P 349 Northcott and Wife (Schultz and Son) v London, Brighton,  
&c Ry Co (Norton, R and Co)  
Ex 350 Moore (Blake and B) v Hartcup (Clarke, W and R)  
Ex 351 Siegenberg (H M Phillips) v Barwell (C Parke)  
C P 352 Wm Levitt and Co, limd (J Knight) v Quinn and Co (J P  
Bigginden)  
Ex 353 Harvey and anr (Keene, M and B) v Crocker (J Mote)  
Ex 354 Fisher (C Gregory) v Bibby and anr (Jenkinson and O)  
Ex 355 Hughes (Peacock and G) v Burgess (Williamson, H and  
Co) SJ  
C P 356 Lefevre (A O Julius) v Lefevre and Co (L A Wynn)  
Q B 357 Arkell and anr (J McDiarmid) v Berryman and anr  
(Hollams, Son and C) com SJ  
Ex 358 Oakeley and ors (Dalton and Jessett) v Harris (Ley and B)  
C P 359 Van Heck and ors (Lewis and Watson) v Benjamin and  
anr (J H Waring)  
C P 360 Jones and Wife (Rodgers and C) v London Tram Co, limd  
(H C Godfray) SJ  
Ex 361 Harwood (Rollit and Sons) v Jinman and ors (Pritchard  
and Sons) SJ  
Q B 362 Irvine (Shum, C and Co) v Scrutton, Sons and Co (Nash  
and F)  
C P 363 Bott (Lowless and Co) v Heyn (Williamson, H and Co)  
C P 364 Black (T H Williams) v Garrett (Saffery and H)  
Ex 365 Musket and anr (H W Christmas) v Cook (A T Hewitt)  
Q B 366 Parsons and ors (J Mackrell and Co) v Smith (Halse and  
Co) SJ  
Ex 367 Wingrove (Hillery and T) v Tubbs and Lewis (Chappell,  
W and Co) SJ  
Ex 368 Metropolitan Inner Circle Completion Ry Co (Newman

- S and H) v The Metropolitan Ry Co and The Metropolitan District Ry Co (Burchella) without jury
- Q B 360 Ross (F Bradley) v Edwards (Stibbard, G and Co)
- Ex 370 Parish (H W Christmas) v Beall (In Person)
- Ex 371 Jackson and Co (F Venn and Son) v Oswald and Co (Peacock and G) com
- Ex 372 Richardson (C Thorp) v Coriat (In Person)
- Q B 373 Baker and Wife (P W Denny) v Johnson (In Person)
- Q B 374 Lee (T D Pettiver) v Seafie (O G Rutter)
- Q B 375 Dorn (Chorley, C and O) v Chaplin and anr (Cromin and R)
- CP 376 McAndrew (S A Beck) v Casey (J Neal)
- CP 377 Taylor and anr (J S Taylor) v Urquhart (In Person)
- CP 378 Applegarth (J Hill) v Bond (Whateley, M and W)
- Ex 379 C Zoebeli and Co (L B Mozley) v Atlas Soap Works and ors (Paddison, Son and T; W Caister)
- Ex 380 Hammack and anr (Houghtons and B) v Wells (Hudson, M and Co)
- CP 381 Sutcliffe and Wife (H B Johnson) v Winter and Co (Tomlin and Co)
- Q B 382 Heath (Podmore and H) v Perrott and anr (G H Cole)
- Ex 383 J and G Hurrell (Same) v G Shaw (J C Asprey)
- Ex 384 Winfield (Same) v Fook (Emanuel and Co)
- CP 385 The Colonial Bank of New Zealand (Masterman, H and Co) v Arkell, Tufts and Co (J McDiarmid) com
- CP 386 Underwood (H A Edgar) v Strange (Layton, Son and L) without a jury
- CP 387 Nourse (Lowless and Co) v Kelly (C P Pritchard and M)
- Ex 388 Stowe (G H Worthington) v Hewitt (E F York)
- CP 389 Money Wigram and Sons (Waltons, B and W) v Krug (Trinders and Co) SJ
- Ex 390 Halls and Wife (Baylis and P) v Turner (Palmer, B and F)
- Q B 391 Grant (J Nicholls) v Holland and anr (Ellis, M and Co) SJ
- Ex 392 Schaag and anr (M Hawkins) v Harrison (W Rawlins)
- Q B 393 Lomas (Williamson, Hill and Co) v E and F N Spon (Stocken and J)
- Q B 394 Earle and ors (G and W Webb) v Cooper and anr (Hazel-dine and Co)
- CP 395 Crosland and anr (Ellis and Crossfield) v Wakeford (T W Baldwin)
- Ex 396 Lamb and Son (Phelps, S and B) v Woolfoot (R Hewlett)
- Q B 397 Scott and anr (E Flux and L) v Earl (Hudson, M and Co)
- Ex 398 Debenham and ors (T G Bullen) v Morton (W H Herbert) SJ
- Ex 399 Austen and anr (Hawks, Stokes and McK) v Thirkell (Sole, T and K) SJ
- Ex 400 Burrell (Dollman and P) v Woolf (Harries, W and R)
- Ex 401 Jones (Treffitt and G) v South-Eastern Bordered Ware-houses and Warf Co, lmd (Carr, B D and M)
- Ex 402 Hall and Wife (C F B Birchall) v North Metropolitan Tramways Co (H C Godfray) SJ
- CP 403 Hogg and anr (Gush and P) v The Oriental Bank Corpora-tion (Murray, H and S) com SJ
- CP 404 Le Lubez (Harper, B and B) v Hall (Pickett and M)
- Q B 405 Steinhoff (Barnes and B) v Wooliams (G H Field)
- Q B 406 Robinson and anr (T Noton) v North Metropolitan Tram ways Co (H C Godfray) SJ
- Ex 407 Wolff (W H Lydall) v Dunkle Bühler (Paddison and Co)
- Q B 408 Varley (R W Marsland) v Great Northern Ry Co (Nelson Barr and Co) SJ
- Ex 409 Charig (Goldberg and L) v Cooke (Crowther and W)
- CP 410 Whiting (G M Wetherfield) v Martin (H L Bird)
- Ex 411 Latham (Hillearys and T) v Willmott (S T Cooper)
- CP 412 Humble and Thompson (W A Crump and Son) v Neath Harbour Commrs (Hacon and T) SJ
- Ex 413 Hooper (G F Parker and Co) v Hatherill (A D Michael)
- Q B 414 The Tea Co, lmd (F Bradley) v Hester (W Caister)
- Q B 415 Collingridge (T Micklem, jun) v Belcher (H Levy)
- Q B 416 Seymour (Nash and F) v Weil (J Raven and Co) SJ
- CP 417 Hudson (Russell, Son and S) v Moseley (G E Carpenter)
- Q B 418 Gordon (Williamson, H and Co) v Wright (Hollams, Son and C)
- CP 419 Kirby (Farlow and J) v The Ocean and General Guarantees Co, lmd (Masterman, H and Co)
- Q B 420 Scott, Chamberlain, & Co (T J Nelson) v Watson (Emanuel and Co)
- CP 421 Madame Tussaud and Sons (W A Crump and Son) v Miller (W Maynard)
- CP 422 Straker and ors (Stacpoole and Son) v Jones (Crook and S)
- CP 423 Woodfin (A W Wray) v Clever (O Harcourt)
- CP 424 Beldam (G Cosens) v Selkirk (E Bastard)
- CP 425 Johnson and Co (Roberts and B) v Jenkins (Prior, Bigg and Co) SJ
- Ex 426 Nast (C Mossop) v Cooper (H F Kite)
- CP 427 Leman (H B Roberts) v Richardson (Taylor and H)
- Q B 428 Migotti (W Butcher) v Kingsbury (H W Christmas)
- CP 429 Rumball (Potter and S) v Willshin (Nicholson and H)
- Ex 430 Harston (C F B Birchall) v Scott (H Kelly)
- Q B 431 Abrahams (T D Pettiver) v Hall (A Haynes and Son)
- Ex 432 The Metropolitan Bank, lmd (Newman, S and H) v Heiron (Harper, B and B)
- Q B 433 Lapraik (Brooks, Jenkins and Co) v Stride (E Flux and L) SJ
- CP 434 Lee and anr (Clarkes, R and C) v Aberdeen Steam Naviga-tion Co (Lyne and H) without jury
- Ex 435 Wilson (Freeman and W) v Williams, Tucker and Co (Williamson, Hill and Co)
- Q B 436 Carvill and Son (Hollams, Son and C) v Cumming and Co (Phillips and Son) SJ
- CP 437 Murrell and ors (Clarkes, R and C) v Howe and ors (Hillearys and T; Hunter, Gwatin and Co)
- CP 438 Kitchen and Co (Waltons, B and W) v Jones (Hollams, Son and C) SJ
- Ex 439 Shepherd (Lyne and H) v Whitworth (R W Marsland) SJ

## SPRING CIRCUITS.

North and South Wales (Lush, J.)—Ruthin, Wednesday, April 7; Chester and City, Saturday, April 10; Stafford, Thursday, April 15; Swansea, Friday, April 23. Northern (Denman and Bowen, JJ.)—Carlisle, Thursday, April 8; Manchester, Saturday, April 10; Liverpool, Saturday, April 18. South-Eastern (Pollock, B.)—Reading, Tuesday, April 6; Lewes, Thursday, April 8; Hertford, Thursday, April 15; Cambridge, Saturday, April 17; Ipswich, Monday, April 19. Midland (Lindley, J.)—Lincoln, Thursday, April 8; Derby, Tuesday, April 13; Northampton, Saturday, April 17; Warwick, Friday, April 23. Western (Sir H. Hawkins)—Worcester, Tuesday, April 6; Taunton, Monday, April 12; Exeter and City, Thursday, April 15; Winchester, Tuesday, April 20. North-Eastern (Stephen, J.)—New-castle and Town, Friday, April 9; Durham, Wednesday, April 14; York and City, Tuesday, April 20.

Prisoners only will be tried at these assizes, except at Man-chester and Liverpool, where civil actions will also be taken.

## SALES OF ENSUING WEEK.

April 8.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement this week, p. 434).

April 9.—Mr. ROBINS, at the Mart, at 2 p.m., Leasehold Pro-perties (see advertisement this week, p. 4).

## PUBLIC COMPANIES.

April 1, 1880.

## GOVERNMENT FUNDS.

3 per Cent. Consols, 98½	Annuities, April, '80, 97
Ditto for Account, 98½	Do. (Red Sea T.) Aug. 1880
Lo. 3 per Cent. Reduced, 96½	Ex Billa, £1000, 2½ per Ct. 2 dis
New 3 per Conv., 96½	Ditto, £500, Do, 2 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £300, 2 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, Shut
Annuities Jan. '80	Ditto for Account.

## RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter .....	100	—
Stock Caledonian .....	100	113½
Stock Glasgow and South-Western .....	100	103
Stock Great Eastern Ordinary Stock .....	100	60
Stock Great Northern .....	100	127
Stock Do., A Stock .....	100	129
Stock Great Southern and Western of Ireland .....	100	—
Stock Great Western—Original .....	100	119½
Stock Lancashire and Yorkshire .....	100	135
Stock London, Brighton, and South Coast .....	100	141
Stock London, Chatham, and Dover .....	100	32½
Stock London and North-Western .....	100	100
Stock London and South Western .....	100	136½
Stock Manchester, Sheffield, and Lincoln .....	100	92
Stock Metropolitan .....	100	120
Stock Do., District .....	100	81½
Stock Midland .....	100	138
Stock North British .....	100	74½
Stock North Eastern .....	100	160
Stock North London .....	100	180
Stock North Staffordshire .....	100	75
Stock South Devon .....	100	—
Stock South-Eastern .....	100	131½

\* A receives no dividend until 6 per cent. has been paid to B.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

MACMILKAN.—March 27, at 45, Leamington-road-villas, Baywater, the wife of John A. Macmilkan, barrister-at-law, of a son.

WALKER.—March 21, at Poona, Bombay Presidency, the wife of James W. Walker, barrister-at-law, of the Bombay Civil Service, of a son.

## MARRIAGE.

CHAWNER—CLOWES.—March 31, at St. Barnabas, Addis-on-road, W., by the Rev. A. Clowes, Rector of Clea St. Margaret, Salop, Alfred Chawner, Esq., to Emily S. L. Clowes, eldest daughter of William Clowes, Esq., Chancery Registrar.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Mar. 26, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Althaus, Andrew, and Francis Edward Cooper, John at, Minories, Wine Merchants. Pet Mar 24. Brougham. Apr 16 at 11  
Paddy, Cyril Horsford, Gt St Helens, Merchant. Pet Mar 22. Hazlitt. Apr 7 at 11  
To Surrender in the Country.

Crocker, John, Swansea, Foreman. Pet Feb 13. Jones. Swansea, Apr 10 at 12  
Hadley, Eli, Old Hill, Stafford, Builder. Pet Mar 22. Walker. Dudley, Apr 15 at 12  
Moore, Thomas, South Norwood, Surrey, Auctioneer. Pet Mar 23. Rowland. Croydon, Apr 6 at 11  
Mort, Harry Leonard, Lydiat, Lancaster, Farmer. Pet Mar 22. Cooper. Liverpool, Apr 12 at 12  
Quin, W. H. Wyndham, a Lieutenant in her Majesty's 16th Regiment of Lancers, the Barracks, Brighton. Pet Mar 22. Jones. Brighton, Apr 14 at 11  
Stanley, Francis, Hove, nr Brighton. Pet Mar 23. Jones. Brighton, Apr 14 at 12  
Welton, John, jun., Newcastle-upon-Tyne, Builder. Pet Mar 23. Daggett. Newcastle, Apr 9 at 11

TUESDAY, Mar. 30, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Crowdy, H. M., Kingston-on-Thames, Gent. Pet Mar 25. Bell. Kingston, Apr 15 at 5  
Drury, Charles, Coventry, Accountant. Pet Mar 23. Kirby. Coventry, Apr 13 at 2  
Hill, Henry, Hurstbourne Tarrant, Hants, Farmer. Pet Mar 24. Wilson. Salisbury, Apr 15 at 3  
Hopkins, Joseph, Shrewsbury, Banker's Clerk. Pet Mar 23. Peole. Shrewsbury, Apr 10 at 11  
Taylor, George Gingsell, Corsham, Wilts, of no occupation. Pet Mar 23. Wilton. Bath, Apr 14 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Mar. 26, 1880.

De Jersey, John Horman, Gresham st West, Clerk. Mar 23

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Mar. 26, 1880.

Adams, James, Clarendon rd, Notting hill, Boot Maker. Apr 13 at 11 at offices of Hopkins, Gt Marylebone st. Liggins, Budge row, Cannon st  
Allard, Alfred, Tonbridge, Kent, Licensed Retailer of Beer. Apr 12 at 10.30 at offices of Rogers, Priory ter, Tonbridge  
Allday, Henry, Liverpool, Coal Merchant. Apr 6 at 3 at the Law Association Rooms, Cook st, Liverpool. Barrell and Co, Liverpool  
Altree, George, Handsworth, Stafford, Grocer. Apr 6 at 2 at offices of Burton, Union passage, Birmingham  
Amery, Richard, Methley, York, out of business. Apr 22 at 11 at offices of Tennant and Barrett, Albion st, Leeds  
Andrews, John, Bath, Carpenter. Apr 6 at 11 at offices of Bartram and Bartlett, Northumberland bldgs, Bath  
Ashby, James, Tunbridge Wells, Kent, out of business. Apr 12 at 4 at the Camden Hotel, Tunbridge Wells. Rogers, Tonbridge  
Aubrey, John, New Kent rd, Theatrical Manager. Apr 5 at 3 at the White Hart Tavern, Walworth pk rd. Fowler, Newington causeway  
Barker, William, Gresham bldgs, Basinghall st, Commission Merchant. Apr 7 at 12 at offices of Lattey and Hart, Devonshire sq, Bishopsgate  
Bates, James Richard, Brighton, out of business. Apr 10 at 11 at 145 Cheapside, Goodman, Brighton  
Bell, John, Charlton, Kent, Milkman. Apr 7 at 2 at 5, Featherstone bldgs, Holborn. Richardson, Woolwich  
Bennetts, Richard, Norfolk terrace, Westbourne grove, Pianoforte Warehouseman. Apr 10 at 12 at offices of Macmillan, Praed st, Paddington  
Blakemore, Henry, Wolverhampton, Innkeeper. Apr 9 at 3 at offices of Dallow, Queen st, Wolverhampton  
Bradbury, Francis Shelly, Hanley, Stafford, Grocer. Apr 3 at 3 at offices of Ashmall, Albion st, Hanley  
Bradshaw, James, Holme, Lancaster, Grocer. Apr 7 at 11 at offices of Beaumont and Rickards, Booth st, Manchester  
Braine, Henry, Batley, York, Fish Merchant. Apr 9 at 11 at offices of Lake and Lake, Southgate, Wakefield  
Brown, Samuel, Llanelli, Glamorgan, Farmer. Apr 15 at 11.30 at offices of Powell, Broad st, Newtown  
Burroughs, Samuel, Southwark pk rd. Cheesemonger. Apr 13 at 3 at offices of Vanderpump, Gray's Inn sq  
Butler, Francis, and Timothy Lane, Hanley, Stafford, Tailors. Apr 5 at 10 at offices of Ashmall, Albion st, Hanley  
Carter, Frank John, Beresford st, Walworth rd, Cigar Merchant. Apr 6 at 2 at offices of Brett, Leadenhall st. Mandale, Mitre ct, Fleet st  
Carter, Thomas, Garton-on-the-Wolds, York, Farmer. Apr 12 at 12 at offices of Jennings and Co, Gt Driffield  
Caswell, Bradford, Barnsley, York, Boot and Shoe Dealer. Apr 6 at 11 at offices of Marshall and Ownsworth, Church st, Barnley  
Challenger, George, and Joseph Cadby, Lougham st, Portland rd, Pianoforte Manufacturers. Apr 9 at 12 at Law Institution, Chancery lane. Wade, Clifford's Inn

Chandler, Oliver, Heather, Leicester, Blacksmith. Apr 5 at 12 at Shoulder of Mutton Inn, Ashby-de-la-Zouch. Wilson, Burton-on-Trent  
Chiswell, William, Star corner, Bernouisey, Farrier. Apr 9 at 10.30 at Wood's Tavern, Portugal st, Lincoln's inn fields. King  
Clements, Henry Robert, Skinner st, New Brompton, Baker. Apr 12 at 3 at offices of Harcourt, Moorgate st  
Clements, Theophilus James, Small Heath, Birmingham, Clerk. Apr 7 at 3 at offices of Horton, Colmore row, Birmingham  
Cooper, John Whittington, Wandsworth rd, Grocer. Apr 12 at 2 at Creditors' Association, Arthur st East. Carter and Bell, Eastcheap  
Cox, Robert, Burton, Hants, Oil and Coal Merchant. Apr 13 at 5.30 at Bath Hotel, Bournemouth. Sharp, Christchurch  
Crossley, Sarah, and John Crossley, Rochdale, Tobaccoists. Apr 8 at 3 at offices of Molesworth, Central Chambers, The Walk, Rochdale  
Crossley, William, Dalton-in-Furness, Lancaster, Iron Master. Apr 16 at 10.30 at offices of Mackay and Co, Lothbury. Ullihorne and Co, Field ct, Gray's Inn  
Davis, Richard Thomas, Kidderminster, Worcester, out of business. Apr 12 at 3 at offices of Thursfield, Swan st, Kidderminster  
Dunn, Thomas, Durham, Innkeeper. Apr 12 at 3 at offices of Chapman, Market pl, Durham  
Edwardes, William Roderick Hallett, Steane st, Chelsea, Retired Lieutenant. Apr 15 at 12 at offices of Hancock, New Inn, Strand  
Evans, William Pritchard, Mostyn, Flintshire, Corn Miller. Apr 6 at 2.15 at offices of Louis and Edwards, Townhall, Rhyl  
Fearnley, Joseph, James Fearnley, and William Fearnley, Bratford, York, Fruit and Potato Salesmen. Apr 12 at 4 at offices of Atkinson and Wilson, Terrel st, Bradford  
Feselly, Richard, Central Provision Market, West Smithfield. Provision Merchant. Apr 12 at 2 at Guildhall Tavern, Gresham st. Heath and Parker, St Helen's pl  
Fletcher, James, Werneth, Oldham, Cotton Spinner. Apr 9 at 3 at offices of Booth, Cooper st, Manchester  
Garner, Henry, jun., Liverpool, Boot and Shoe Manufacturer. Apr 12 at 3 at offices of Parkinson, Lord st, Liverpool  
Gaskell, William John, Cardiff, Architect. Apr 8 at 3 at offices of Tribe and Co, Crockherbrown, Cardiff. Ingledew and Co, Cardiff  
Gates, George Bird, Blackheath, Kent, Builder. Apr 6 at 3 at offices of Bristow and Shepherd, Cannon st  
Gibbs, William, Burslem, Stafford, Licensed Victualler. Apr 8 at 12 at offices of Bennett, Piccadilly bldgs, Hanley  
Gifford, Keppel Henry, Sydenham, Kent, no occupation. Apr 6 at 12 at offices of Norris and Norris, Bedford row  
Gillespie, Matthew, Tynemouth, Northumberland, Coal Merchant. Apr 6 at 3 at offices of Renoldson, King st, South Shields  
Gold, Robert William, Portsea, Hants, Retired Warrant Officer. Apr 9 at 3 at offices of King, North st, Portsea  
Goldthwait, Charles Henry, Walthamstow, Essex, Grocer. Apr 19 at 3 at offices of Edmunds and Co, Cheapside. Kebbell, Catherine ct, Tower hill  
Green, Ebenezer, Atherton, Lancaster, Farmer. Apr 15 at 3 at offices of Dowling and Urry, Wood st, Bolton  
Hancock, George, Kingston-upon-Hull, Plumber. Apr 8 at 3 at offices of Singleton, Cogan's chambers, Bowdley lane, Kingston-upon-Hull  
Harrison, Walter James, Birmingham, Wine and Spirit Merchant. Apr 9 at 3 at offices of Fallows, Cherry st, Birmingham  
Hill, John Bettridge, Birmingham, Jeweller. Apr 8 at 11 at offices of Eaden, Bennett's hill, Birmingham  
Hoff, Edward, and Robert William Hoff, Louth, Lincoln, Carpet Manufacturer. Apr 8 at 2 at the Angel Inn, Doncaster. Bell, Townhall, Louth  
Hogg, Richard, Rawdon, York, Builder. Apr 13 at 12 at the Law Institution, Albion pl, Leeds. Bent and Barwick, Leeds  
Holden, Henry, Castleford, York, Innkeeper. Apr 12 at 3 at the Commercial Hotel, Albion st, Leeds. Horner, Wakefield  
Holliday, Jacob, Hereford, Draper. Apr 14 at 11 at offices of Wallis, Saint Owen st, Hereford  
Hopes, Francis, Raydon, Suffolk, Builder. Apr 9 at 12 at offices of Jackman and Sons, Silent st, Ipswich  
Humby, Henry, Downton, Wilts, Dealer in Horses. Apr 12 at 3 at offices of Bell, Portland st, Southampton  
Ilton, Frederick John, Everton, near Liverpool, Clerk. Apr 7 at 2 at offices of Dixon and Syers, Lord st, Liverpool  
Jackson, John, Lobberly, Chester, Farmer. Apr 15 at 3 at offices of Leigh, Brown st, Manchester  
James, David, Gellywern, Carmarthen, Farmer. Apr 5 at 11 at offices of Howell, Steppay pl, Llanelli  
James, Thomas, Corderford, Gloucester, Carrier. Apr 7 at 12 at offices of Gould and Gilbert, Newnham  
Jones, John, Llanddewi Bref, Cardigan, Tailor. Apr 16 at 12 at offices of Edwardes, Lampeter  
Kendall, Arthur Robert, Inville rd, Walworth Common, out of business. Apr 6 at 3 at offices of Cooper, Chancery lane  
Kershaw, John, Bolton, Lancaster, Confectioner. Apr 6 at 3 at offices of Robinson, Townhall sq, Bolton  
King, Henry, Gloucester, Builder. Apr 9 at 3 at offices of Haines Westgate chambers, Berkeley st, Gloucester  
Kinsey, Henry, Altrincham, Cheshire, Butcher. Apr 19 at 3 at offices of Nicholls and Co, Mount st, Manchester  
Lang, Oliver, Exeter, Baker. Apr 8 at 12 at offices of Southcott, Post Office st, Bedford. Hartnoll, Sarvey, Draper. Apr 5 at 2 at offices of Hogan and Hughes, Martin's lane, Cannon st  
Lees, Isaac, Oldham, Lancashire, Roller Coverer. Apr 14 at 3 at offices of Bradbury, Stamford st, Ashton-under-Lyne  
Lewis, Albert, Bristol, Grocer. Apr 5 at 2.30 at offices of Collins, Broad st, Bristol. Salmon  
Longmore, Henry Edward, Tottenham rd, Chemist. Apr 6 at 2 at offices of Brett, Leadenhall st. Mandale, Mitre ct, Fleet st  
Mabe, William, Swansea, Butcher. Apr 5 at 11 at offices of Thomas, Fisher st, Swansea  
Maffey, William, Kentish Town rd, Corn Dealer. Apr 15 at 2 at offices of Blackford and Co, College hill, Cannon st  
Malpas, Joseph, jun., Worcester, Commercial Traveller. Apr 8 at 1 at offices of Chamberlaine, the Foregate, Cross, Worcester

Mersey, Eleanor, Blackburn, Lancashire, Manufacturer of Soda Water. Apr 8 at 3 at the White Bull Hotel, Church st, Blackburn. Peacock and Gracie, Manchester

Milledge, John, Lynton, Southampton, Baker. Apr 8 at 12 at offices of Coxwell, High st, Lynton

Mitchell, Laban, and Nelson Wilkinson, Batley, Ironfounders. Apr 7 at 2.30 at the King's Arms Hotel, Market pl, Dewsbury. Walker, Batley

Moore, John, Ireson, Gladhow ter, South Kensington, Boot Maker. Apr 19 at 3 at offices of Lickorish, Walbrook

Moroney, William, Leeds, Provision Dealer. Apr 8 at 3 at offices of Bilton, Bond pl, Leeds

Morris, John, Knighton, Radnor, Draper. Apr 16 at 1 at the Clarendon Hotel, Shrewsbury. Green, Knighton

Nicholson, John Emmerson, Darlington, Darham, Insurance Agent. Apr 2 at 10.30 at offices of Draper, Finkle st, Stockton-on-Tees

Nobbs, Thomas Ellis, Oxford st, Tailor. Apr 20 at 2 at offices of Sturt, Ironmonger lane

O'Connor, Walter, Thorford, Norfolk, Coal Merchant. Apr 17 at 12 at the Guildhall, Bury St Edmunds. Samon and Son, Bury St Edmunds

Oldcorn, Isaac, Barrow-in-Furness, Coal Dealer. Apr 7 at 11 at Trevelyan Temperance Hotel, Barrow-in-Furness. Sims, Barrow-in-Furness

Pearson, Robert Banks, Disley, Chester, Valuer. Apr 16 at 3 at offices of Leigh, Brown st, Manchester

Penn, Esther, Wakedoid, York, Milliner. Apr 7 at 11 at offices of Lake and Lake, Southgate, Wakefield

Pentony, Henry William, Silver st, Brace Manufacturer. Apr 2 at 3 at offices of Horman Fisher, Finsbury pavement

Perks, John, Broad oak, Gloucester, Innkeeper. Apr 3 at 12 at offices of Gould and Gilbert, Newnham

Phillips, Walter Lazarus, Fore st, Ostrich Feather Manufacturer. Apr 12 at 3 at offices of Noon and Clarke, Blomfield st

Postling, Frank, Andover, General Dealer. Apr 9 at 11.30 at the Star Hotel, Andover. Godwin, Winchester

Presidge, Charles, Knighton, W. Wick, Butter Dealer. Apr 14 at 11 at 19, High st, Warwick. Boddington, Warwick

Risby, John, Crews, Chester, Coal Merchant. Apr 9 at 11 at the Royal Hotel, Crews. Roberts, Crews

Roberts, Hugh, Upper Llandwrog, Carnarvon, Stonemason. Apr 9 at 2 at 4, Church st, Carnarvon. Jones and Roberts

Shinner, George Henry, Plymouth, Baker. Apr 6 at 11 at offices of Square, George st, Plymouth

Skinner, William Alfred, Banbury, Oxford, Insurance Agent. Apr 7 at 3 at offices of Hawtin, Bridge st, Banbury

Smith, Charles, Pudsey, York, Stuff Manufacturer. Apr 8 at 11 at offices of Killick and Co, Commercial bank bldgs, Bradford

Smith, George, Bigby, Lincoln, Carpenter. Apr 9 at 12 at the Angel Hotel, Market pl, Brigg. Smith and Cousins, Caistor

Smith, Heuben, East Hendered, Berke, Farmer. Apr 8 at 12 at offices of Joteham, Wantage

Spence, Richard, Leeds, Painter. Apr 5 at 3 at the Law Institute, Albion st, Leeds. Watson, Leeds

Thomas, Catherine, Llandough, nr Cowbridge, Glamorgan, Farmer. Apr 13 at 2 at Railway Inn, Cowbridge. Miles, Cowbridge

Walker, Daniel, Carlisle, Draper. Apr 12 at 11 at offices of Johnsen, Scotch st, Carlisle

Walker, John, and John Henry Walker, the Grove, Southwark st, Boiler Manufacturers. Apr 7 at 10.30 at 11, Ironmonger lane. Marsden and Son, Queen st, Chapside

Walker, George, sen, Syston, Leicester, Farmer. Apr 14 at 3 at offices of Bucky, Millstone lane, Leicester

Walsh, Nathaniel, Wigan. Apr 10 at 11 at offices of Frances, Church gate, Wigan

Warren, John Albert, Bishops Stortford, Hertford, Clothier. Apr 8 at 12 at offices of Baker and Thornycroft, Bishop's Stortford

Warren, Josias, New Kent rd, Toy Manufacturer. Apr 5 at 3 at offices of Hicklin and Washington, Trinity sq, Southwark

Watson, Edward, Old Jewry, Goldsmith. Apr 9 at 3 at offices of Emanuel, Walbrook

Webber, Solomon, Birmingham, Wholesale Clothier. Apr 6 at 3 at Braysay's Great Northern Hotel, W.lington st, Leeds

Welsh, Martin, Birkenhead, Provision Dealer. Apr 8 at 3 at offices of Thompson, Hamilton st, Birkenhead

Winter, Charles, Beconsfield terrace, Uxbridge rd, Grocer. Apr 16 at 11 at offices of Dutton, Churton st, Pimlico

Woods, William, Chichester, Sussex, Pork Butcher. Apr 13 at 2 at Anchor Hotel, West st, Chichester. Gregory, Chichester

Winter, William, Gateshead, Durham, Cabinet Maker. Apr 7 at 12 at offices of Gamble and Harvey, Gresham buildings, B.ainghall st. Mark Pybus, Newcastle-upon-Tyne

## TUESDAY, MAR 30, 1880.

Anstee, Alfred, Aylesbury, Buckingham, out of business. Apr 21 at 2 at Angel Inn, Grantham. Parsons and Bird, Nottingham

Bellefontaine, Rudolf, Middlesbrough, York, Tobaccoists. Apr 6 at 10 at offices of Ward, Albert rd, Middlesbrough

Blunden, George, High st, Notting Hill Gate, Draper. Apr 16 at 2 at offices of Ladbury and Co, Chapside. Gascoote, Duke st, Adelphi

Boston, Thomas Charles, Bangor, Carnarvon, out of business. Apr 13 at 11 at Albion Hotel, Chester. Jones, Liverpool

Bradford, Charles, Bebbingley, Norfolk, out of business. Apr 12 at 2 at offices of Ward, Market rd, King's Lynn

Bridge, John Gregory, New Mills, Derby, Grocer. Apr 15 at 3 at offices of Adleshaw and Warburton, Norfolk st, Manchester

Brocksopp, Henry, Derby, out of business. Apr 16 at 3 at offices of Briggs, Amen alley, Derby

Burslem, Charles Frederick, Cheshire, Picker Manufacturer. Apr 13 at 3.30 at Mitre Hotel, Cathedral yard, Victoria st, Manchester. Brook and Davies, Warrington

Burton, William Stevenson, Architect, Leicester. Apr 15 at 12 at offices of Fowler and Co, Grey Friars chambers, Leicester

Byrne, Patrick, Bristol, Grocer. Apr 7 at 2 at offices of Clifton and Carter, Broad st, Bristol

Campbell, George, Woolwich, Clothier. Apr 12 at 3 at offices of Cooper, Chancery lane

Carlson, John Smith, West Kinnald Ferry, Lincoln, Draper. Apr 20 at 12 at offices of Sharp, Spring gardens, Gainsborough

Christian, Frederick, Hoyleake, Chester, Draper. Apr 13 at 2 at offices of Ivey, Church st, Liverpool. Lupton, Liverpool

Clifton, Jonathan, St Leonards-on-Sea, Gas Fitter. Apr 8 at 1 at offices of Chalender, Trinity st, Hastings

Crump, Charles, William, Crews, Chester, Draper. Apr 17 at 3 at Adelphi Hotel, Crews. Hill, Crews

Daily, Daniel, Bristol, Fish Salesman. Apr 7 at 12 at offices of Clifton and Carter, Broad st, Bristol

Davies, Arthur Edward, Bridgton, Hereford, Grocer. Apr 9 at 2 at offices of Davies, Edde Cross st, Ross

Davidson, Charles, Alderton, Gloucester, Farmer. Apr 19 at 11 at offices of Brookes and Badham, Tewkesbury

Devoll, Samuel Edward, New Malden, Surrey, Grocer. Apr 20 at 11 at offices of Best, New Bridge st

Dunkler, Benjamin, Oldham, Lancaster, Ironturner. Apr 19 at 3 at offices of Bradbury, Stamford st, Ashton-under-Lyne

Errington, Edward, Beaufort st, Chelsea, Clerk. Apr 15 at 11 at offices of Rexworthy, Chapside

Fever, Henry, Kenworth, Herts, Licensed Victualler. Apr 22 at 4 at offices of Marshall, Chancery lane

Gillman, Joseph, Birmingham, Cab Proprietor. Apr 9 at 11 at offices of Taylor, Colmore row, Birmingham

Gladding, George Byfield, Wycliffe terrace, Wandsworth, Boot Dealer. Apr 12 at 2 at the London Joint Stock Bank chambers, West Smithfield. Hubbard

Goodwins, Stephen, King's Lynn, Norfolk, Confectioner. Apr 15 at 12 at offices of Seppings, King st, King's Lynn

Gray, Joseph William, South Bank, York, Grocer. Apr 7 at 10 at offices of Ward, Albert rd, Middlesbrough

Hackett, Benjamin, Newington, York, Builder. Apr 2 at 3 at the White Hart Hotel, Silver st, Kingston-upon-Hull

Hall, Thomas, Leeds, Soap Maker. Apr 12 at 3 at offices of Greene and Peake, Commercial buildings, Park row, Leeds

Hardy, Robert, Leeds, Grocer. Apr 9 at 3 at offices of Brooke, Bond st, Leeds

Harris, Albert Ernest, Brook st, Ratcliff, Tavern keeper. Apr 22 at 2 offices of Nash and Field, Queen st, Queen Victoria st

Haworth, John Charles, and Robert Henry Haworth, Blackburn, Lancaster, Printers. Apr 13 at 3 at the St. Leger Hotel, King William st, Blackburn. Malam Brothers, Blackburn

Hawthorn, Victor Harris, Longton, Stafford, Grocer. Apr 12 at 11 at offices of Kent, Chancery lane, Longton

Heath, Samuel, Burslem, Stafford, Licensed Victualler. Apr 12 at 11 at offices of Cope, Waterloo rd, Burslem

Hoad, Robert James, Strood, Kent, Shipowner. Apr 14 at 12 at the Guildhall Tavern, Gresham st. Vinal, Lewes

Horsley, Horatio George, Hubert Joseph Horsley, and Alfred Howard Horsley, Birmingham, Builders. Apr 12 at 3 at Queen's Hotel, Stephenson pl, Birmingham. Barlow and Co, Birmingham

Johnson, William, Watcher, Somerset, Manure Agent. Apr 12 at 1 at offices of Tribe and Co, Albion chambers, Small st, Bristol

Jones, Hugh, Warrington, Tailor. Apr 12 at 3 at offices of Davies and Co, Market pl, Warrington

Kelly, Patrick, North Shields, Boot and Shoe Maker. Apr 9 at 12 at offices of Kewney, Howard st, North Shields

Kelsall, Ann, Wentworth st, Liverpool, Widow. Apr 21 at 3 at offices of Moore, Upper Bank st, Warrington

King, David, Charlton, Kent, Grocer. Apr 21 at 12 at offices of Moss, Gracechurch st

Kitchen, Samuel, and Zachariah Johnson, Stockport, Builders. Apr 13 at 3 at offices of Grant and Grainger, Queen's chambers, John Dalton st, Manchester

Larner, William, Heigham, Norwich, Confectioner. Apr 12 at 4 at offices of Sadd and Linay, Theatre st, Norwich

Lloyd, David, Bryn Glas, Merioneth, Butcher. Apr 7 at 2 at the Queen's Hotel, Fourcrosses, Festiniog. Ellis, Fourcrosses

Lloyd, William, Birmingham, Provision Merchant. Apr 14 at 12 at offices of Beale, Margold and Co, Waterloo pl, Birmingham

Lovelle, Henry, Gringley-on-the-Hill, Nottingham, Grocer. Apr 16 at 11 at offices of Besokely, Grove st, Retford

McKeon, Andrew, Wake, Northumberland, Builder. Apr 15 at 11 at offices of Keenlyside and Co, St John's chambers, Grainger st West, Newcastle-upon-Tyne

Nicholas, George, Worcester, Grocer. Apr 9 at 11 at offices of Tree and Son, High st, Worcester

Norman, Albert, The Terrace, New Wandsworth, Watchmaker. Apr 8 at 2 at offices of Summerhays, Old Broad st

Page, Frederick, Banbury, Oxford, Hotel Keeper. Apr 10 at 10 at offices of Crosby, Bridge st, Banbury

Pattinson, Richard John, Carlisle, Chemist. Apr 15 at 3 at offices of Carmine Castle st, Carlisle

Pools, Hanley, Mexborough, York, Shoe Maker. Apr 13 at 3 at offices of Stacey, Castle chambers, High st, Sheffield

Rackham, William Matthias, Norwich, Chemist. Apr 12 at 12 at offices of Sadd and Linay, Theatre st, Norwich

Rhodes, John, Goolle, York, Sillmaker. Apr 9 at 3 at offices of Hind and Everatt, Booth Ferry rd, Goolle

Robertson, Duncan, Pembroke Dock, Boot and Shoe Maker. Apr 9 at 11 at the Bush Hotel, Pembroke Dock. Brown, Pembroke Dock

Sayer, Thomas, Crowfield, Suffolk, Farmer. Apr 19 at 2 at offices of Westbury, Museum st, Ipswich

Statham, William Henry, Old Trafford, Lancaster, Salesman. Apr 21 at 3 at offices of Diggle and Ogden, Booth st, Manchester

Sutton, John Edward, Spilby, Lincoln, General Dealer. Apr 13 at 3 at offices of Thimbleby and Son, Spilby

Veroy, James, Scoble, Nottingham, Clerk in Holy Orders. Apr 9 at 1 at the Queen's Hotel, East Retford. Learoyd and Co, Albion chambers, Moorgate station

Wadbrook, George, Kingston-on-Thames, Lighterman. Apr 12 at 12 at offices of Rastick, Norfolk st, Strand

Waton, Thomas, Sibley, Leicester, Baker. Apr 9 at 12 at the Trade Protection Society, New st, Leicester. Owston and Dickinson, Leicester

Williams, Mark, Alveston, Gloucester, Carpenter. Apr 9 at 2.30 at offices of Salmon, Broad st, Bristol

Wood, James, and Charles Andrews, Warrington, Contractors. Apr 13 at 3 at offices of Davies and Co, Market pl, Warrington

Woodburn, Edward, Barrow-in-Furness, Auctioneer. Apr 6 at 3 at the Commercial Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness.  
Woodcock, Henry, High rd, Lower Tottenham, Grocer. Apr 30 at 3 at the Mason's Hall Tavern, Mason's avenue, Basinghall st. Rumney, Walbrook.  
Woodger, John, Monkwearmouth, Durham, Cartwright. Apr 9 at 11 at offices of Brown and Son, Villiers st, Sunderland

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David P. Sellar, Esq.  
Col. Leopold Seymour.

Solicitors.

Messrs. Johnsons, Upton, Budd, & Atkey, 20, Austinfriars, E.C. Messrs. Collyer-Bristow, Withers, & Russell, 4, Bedford-row, W.C.

NOTICE is hereby given that the fifteen days of grace allowed for renewal of Lady Day Policies will expire on 9th April.

The Directors invite applications for Agencies for the Fire and Life Departments.

Prospectuses, copies of the Fire, Life, and Marine Accounts, and all other information can be had on application.

JOHN F. LAURENCE, Secretary.

## GUARDIAN FIRE AND LIFE OFFICE.

11, Lombard-street, London, E.C.

Established 1821. Subscribed Capital, Two Millions.

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Henry Vigne, Esq.

MANAGER OF FIRE DEPARTMENT—F. J. Marsden.

ACTUARY AND SECRETARY—T. G. C. Browne.

Share Capital at present paid up and invested ... £1,000,000

Total Funds, upwards of ... £2,356,000

Total Annual Income nearly ... £500,000

N.B.—Fire Policies which expire at Lady Day should be renewed at the Head Office, or with the Agents, on or before the 9th day of April.

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REPORT, 1879.

The 55th Annual Report and the latest Balance Sheets rendered to the Board of Trade, can be obtained at either of the Society's Offices, or of any of its Agents.

GEORGE CUTCLIFFE, Actuary and Secretary.

## REVERSIONARY and LIFE INTERESTS in Landed or Funded Property or other Securities and ANNUITIES purchased, or Loans thereon granted, by the

EQUITABLE REVERSIONARY INTEREST SOCIETY

10, LANCASTER PLACE, WATERLOO BRIDGE, STRAND.

Established 1838. Paid-up Capital, £480,000.

If required, Interest on Loans may be capitalised.

F. S. CLAYTON, } Joint;  
C. H. CLAYTON, } Secretaries.

## VALUABLE FREEHOLD and LEASEHOLD ESTATES.

**MESSRS. C. C. & T. MOORE** will **SELL** by **AUCTION**, at the **MART**, on **THURSDAY, APRIL 3**, at **ONE** for **TWO** o'clock, the following **PROPERTY**:-

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**LIMEHOUSE and MILE-END**.—**FOUR** **FREEHOLD** **HOUSES**, 114, 116, 118, and 120, North-street, Limehouse; let at £70 4s. Also **Two** substantial **Houses** and **Shops**, in Bridge-street, Mile-end; let on lease at £35 and £30 each. Term 70 years. Ground-rent £5 and £5 respectively.—Vendor's Solicitor, Charles Butcher, Esq., 156, Cheapside, E.C.

**COMMERCIAL-ROAD**.—**TWO** seven-roomed **HOUSES**, with fore-courts and gardens, Nos. 50 and 52, Bromley-street, on the Mercer's estate; let at £28 and £26. Terms 27 and 28 years. Ground-rent only £2 per annum each.—Vendor's Solicitor, W. H. Swepstone, Esq., 51, Lime-street, E.C.

**LIMEHOUSE**.—**FOUR** 7-roomed **HOUSES**, with yards, 18, 20, 22, and 24, Dod-street, Burdett-road, let at £111 16s. Term 64 years. Ground-rent £16 10s.—Vendor's Solicitor, W. H. Swepstone, Esq., 51, Lime-street, E.C.

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**MILE-END, BETHNAL GREEN, and ST. GEORGE'S EAST**.—**TWO** six-roomed **HOUSES**, with yards and forecourts, Nos. 39 and 32, Lady Lake-grove, Jubilee-street, let at £75, term 24 years, ground-rent £5 6s.; **Two** five-roomed **Houses** and **Shops**, Nos. 20 and 22, Nottingham-street, Bethnal-green, let at £12, term 30 years; ground-rent £10 10s.; and **Two** five-roomed **Houses**, with yards, 33 and 35, Christian-street, St. George's East, let at £56 6s., term 26 years, ground-rent £10.—Vendor's Solicitors, W. C. Stoker, Esq., 14, Gray's-in-square, W.C.; Messrs. Todd & Dennes, 22, Chancery-lane, W.C.

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